



Stewart Dawson's Corner

Lambton Quay / Willis Street

Tenancy Manual



Guidance for property tenants of Argosy Property Limited

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Argosy Property Limited

Argosy Property Limited is committed to ensuring properties are professionally managed and that the building environment is safe and conducive to comfortable occupation.

The duties, responsibilities and obligations of both landlord and tenant are covered in the lease documentation and in the building rules. If there is anything that you find unclear or confusing, please feel free to discuss this with us.

The purpose of this manual is to provide you with a working tool that will assist with the efficient and effective operation of your tenancy and the building. The manual includes procedures for repairs and maintenance, and information on how to deal with any general enquiries you may have. If you are not sure about anything, please feel free to contact us (details below).

The lease documents should always take precedence over any other, including this manual.

Your Property Manager is the first point of contact for any day-to-day building or maintenance issues. If you require urgent assistance and your Property Manager is not available, contact their alternate property person or your Asset Manager as below.

General contact detail

Level 1,
39 Market Place
PO Box 90214, Victoria St West
Auckland 1142

Telephone: 09 304 3400
Facsimile: 09 302 0996

Property contact details

Your Property Manager

Ian Kilpatrick
Direct dial: 472 1610
Mobile: 021 812 546
Email: ikilpatrick@argosy.co.nz

Your Asset Managers

Saatyesh Bhana (Commercial Leasing)
Direct dial: 09 304 3417
Mobile: 021 241 7163
Email: sbhana@argosy.co.nz

Alternate Property Contact

Shamus O'Halloran
Direct dial: 09 30 4 304 3428
Mobile: 021 488 376
Email: sohalloran@argosy.co.nz

Joanna Sharpe (Retail Leasing)
Direct Dial: 09 304 3418
Mobile: 021 488 917
Email: jsharpe@argosy.co.nz

Alternate Property Contact

Ian Brown
Direct dial: 09 304 3438
Mobile: 021 245 9216
Email: ibrown@argosy.co.nz

Commonly asked questions

Who should I call about my lease, rent review or a problem with a service?

Please ring your Property Manager if your enquiry relates to services or maintenance in the building. You need to contact the Asset Manager regarding any lease-related issues. Contact details for your Property Manager and the Asset Manager are on page 4.

What are the landlord's responsibilities?

In general, it is the landlord's responsibility to ensure the services that maintain the building are kept in good working order and condition. The cost of maintenance is generally charged through operating expenses. Services could include air conditioning, fire alarms, lifts, security systems, automatic doors, roller doors, common area cleaning and Building Act requirements.

What are the tenant's responsibilities?

In the same way that you are entitled to the quiet enjoyment of your premises, you must respect the quiet enjoyment of other tenants in the building.

In general, it is the tenant's responsibility to repair, maintain and clean the premises, so that they are kept in a clean, tidy and tenable condition, free from all defects. This includes the replacement of all internal tenancy lights and the repair of any damaged internal walls, doors and/or windows. It may also include the maintenance of plumbing services, if not shared with any other tenants. Individual leases may prescribe some differences to these responsibilities and who is responsible for the costs.

What do I do if a building service (e.g. air conditioning) is faulty?

After ensuring the safety of onsite staff is not compromised, inform your Property Manager by email or telephone. Please supply the following information: location, fault experienced, and onsite contact (name and number). In the unlikely event of a lift failure, please also advise if there is anyone trapped.

What do I do in the event of an emergency?

In the event of a fire or similar emergency, the building should be evacuated by following the specific evacuation plan. After ensuring the safety of onsite staff is not and will not be compromised, immediately inform your Property Manager of the emergency situation, by email or telephone. Your Property Manager will inform you of the intended action and, where possible, will come to the site and provide assistance.

How do I report a building fault?

Maintenance concerns relating to the landlord's responsibilities should be reported to your Property Manager, by email or telephone. The Property Manager will provide the appropriate contractor with all relevant information regarding your concern. The Property Manager will then inform you of the contractor's details, intended action and expected time of arrival. If your call is urgent and the Property Manager is unavailable, please contact any other member of your Property Management Team or the Asset Manager.

What do I do if I identify a health and safety hazard?

Take appropriate steps to ensure people onsite are not exposed to unnecessary risk and contact your Property Manager immediately. Where appropriate, your Property Manager will come to site to inspect the hazard and take necessary steps to ensure the hazard is removed.

Who do I call with a general query about the building?

If your query relates to building services, please contact your Property Manager. If your query relates to your lease or rental matters, please contact your Asset Manager.

Who do I contact for assistance outside of normal business hours?

If you have an urgent building services issue between the hours of 6pm and 7am, and cannot reach your Property Manager, please contact Argosy's after hours call centre on 0800 464 7767. Please supply the following information: building/site name and location, fault experienced, and onsite contact (name and number).

Fit-out and/or alteration rules

If you wish to complete a new fit-out or alter the existing fit-out, please provide a written request seeking landlord approval before starting any work.

Please ensure that no work is commenced without written approval. Where necessary, please ensure all requirements of local or territorial authorities are fully complied with, e.g. resource and building consent and code compliance certification. When submitting your request, please include adequate plans and, where appropriate, specifications showing the proposed work.

Use landlord-approved contractors when altering any building services, e.g. air conditioning and fire alarms. A list of the approved contractors for your building can be requested from your Property Manager.

Occupational Safety & Health

Introduction

Argosy is committed to creating and maintaining a safe and healthy working environment for building occupiers and contractors. The primary objective of this policy is to establish minimum guidelines for all relevant parties who, from time to time, are involved with the property. These guidelines are intended to eliminate or, if this is not practical, to minimise the risk of personal injury under the requirements of the Health and Safety in Employment Act 1992 and the Health and Safety in Employment Regulations 1995.

Duties of persons with control of places of work

It is the responsibility of anyone who has control of any place of work to take all practicable steps to ensure that people in the place of work, and people in the vicinity, are not harmed by any hazard that is, or arises, there.

People who have control of places of work relating to this situation include Argosy as landlord and you as tenant. All contractors on site have ultimate control of the place of work and are required to delay commencement of any work until satisfied that the environment is safe or that appropriate measures have been taken to eliminate any hazard or to minimise the risk of personal injury.

Duties of the people in control of a place of work

Every person in control of a place of work shall take all practicable steps to ensure that:

- No officer, invitee or employee of a tenant, contractor or sub-contractor; and
- No individual, contractor or sub-contractor is harmed while lawfully occupying the property or completing any work that the contractor was engaged to do.

Through the nature of its activities, Argosy cannot be on site at all times. Therefore, this policy is intended to act as a management guide to tenants, employees, contractors and sub-contractors of Argosy.

All Argosy employees, contractors and their sub-contractors or their tenants, sub-tenants and other occupiers of Argosy properties must abide by all current and future legislation in the conduct of their duties, in so far as those duties are undertaken on or in the vicinity of the property of which Argosy is the steward.

Business Continuity Plan

Argosy maintains a business continuity plan to be enacted in the event of an emergency. In the event of a significant disaster or emergency that has potential to disrupt either your or our business, your Property Management Team will still be contactable.

We strongly encourage you to prepare a business continuity plan to reduce your business risk during times of emergency. A business continuity plan will include: what to do if a disaster

strikes; evacuation routes; how to contact your team; and how you plan to continue business operation.

If you have a business continuity plan please send a copy to your Property Manager.

Civil Defence information

The best means to avoid serious harm to employees and detrimental effects to your business is to be prepared. We strongly encourage you to have a business continuity plan and a survival kit at your premises. The survival kit should contain: medical supplies; a radio and batteries; and a torch and batteries.

In the event of an earthquake...

Before an earthquake: have an emergency plan; identify safe places very close to your workplace, such as under a sturdy table or next to a structural wall; secure heavy objects; and keep insurance up to date.

During the earthquake: move no more than a few steps to a safe place then **DROP, COVER and HOLD**; do not run outside; and if you are in a lift **DROP, COVER and HOLD** and when the shaking stops try to exit at the nearest floor if it is safe to do so; stay indoors until the shaking stops.

After the earthquake: treat injuries; you should remain inside unless you are instructed to leave or evacuate in the event of a fire; use the stairs not elevators; check your surroundings before leaving the building – there will likely be numerous hazards including fallen power lines; tell others where you are going; and be prepared for aftershocks.

In the event of a storm...

When a strong wind warning is issued: secure outdoor furniture and place tape across large windows to prevent shattering.

During a severe storm: stay indoors; close the curtains; stay away from windows and doors; do not go driving unless absolutely necessary; and avoid dangling and broken power lines , and report these to your local lines company.

In the event of a tsunami warning...

Listen to the radio and follow civil defence instructions; if you are close to a river or beach move inland to high ground; go at least one kilometre inland or 35 metres above sea level.

In the event of a volcanic eruption...

Before a volcanic eruption: learn about the surrounding area's warning systems and emergency plans. During a volcanic eruption: stay indoors as much as possible; save water as supplies may become contaminated; and if you must go outside, use protective clothing, cover your head, breathe through a mask or cloth, and carry a torch.

In the event of a flood...

Before a flood: find out about the flood risk in your locality; know how to reach the nearest safe ground; and keep your insurance cover up to date.

When the flood threatens: listen to the radio and follow civil defence instructions; disconnect all electrical appliances; raise and remove valuables, weed killers and chemicals. If you are being evacuated, turn off your electricity and gas and take your emergency kit with you; avoid flooded areas; and do not drink flood water as it could be contaminated.

In the event of a pandemic...

If the building is open during the pandemic: stay home if you are sick; wash your hands before handling food and after coughing, sneezing or using the bathroom; use tissues to cover coughs and sneezes and throw away tissues in a rubbish bin; give fluids to people who have a fever and/or diarrhoea (paracetamol can be used to bring down high fevers).

For further information, please see the Ministry of Health website: www.moh.govt.nz/influenza.

For more information on how to be prepared, contact your local council or see the Civil Defence website www.getthru.govt.nz.

Building rules

Argosy works on the principle that the rules are made to ensure tenants and visitors to the building feel safe and secure and the building is kept in good order and repair.

After hours opening and access to the premises

The tenant will be entitled to use the premises throughout the 24 hours of each day in the year. Access to the defined tenancy outside normal business hours, weekends and public holidays included, will be governed by the lease terms and any security procedures provided by the landlord or as previously agreed with the landlord in writing. The landlord will not be liable for any reason should the tenant be unable to gain entry to the building.

The landlord reserves the right to close the building or any part of the building as may be required to be closed by law, emergency or if the landlord deems such action reasonably necessary for the safety of any person or property within or on the building. The landlord may close or control the common areas to protect the landlord's or any tenant's interest or any public interest as the landlord may deem necessary or desirable. The landlord will not be held liable for any claim from the tenant as a result of closure.

Any costs associated with the occupancy of tenancies after normal business hours will be borne by the tenant. This includes (without limitation) all building services onsite. The tenant will pay all reasonable costs associated with their after hours operation within 14 days upon receipt of notification from the landlord. In the event of default in payment by the tenant, such costs and expenses shall be deemed to be rent in arrears and recoverable accordingly.

Air conditioning, lifts and other services

Where any equipment for heating, ventilation or air conditioning is provided or installed in the building or premises by the landlord:

- The main air conditioning plant will not be used on Saturdays, Sundays or public holidays or any other day the building is not open to the public except where the tenant has independent control of the system affecting the premises.
- The tenant will at all times comply with and observe the reasonable requirements of the landlord in relation to the air conditioning plant. The landlord will not permit any actions that may impair the operation of the air conditioning plant in the premises or the building.
- The tenant will be required to keep any sun protection devices installed for the purpose of reflecting solar heat in the proper operational position, as determined by the landlord to ensure the performance of the air conditioning. While the air conditioning is operating the windows in the premises will not be opened by the tenant or tenant's visitors.

Where any equipment for heating, ventilation or air conditioning is provided or installed in the premises by the tenant:

- The plant/equipment shall be regularly maintained and inspected by a qualified service agent to ensure compliance with all relevant building codes, including yearly inspection and certification for the Building Warrant of Fitness (BWof).

Where passenger lifts are provided or installed in the building by the landlord, the tenant will use those lifts only for passengers and will not use them for carriage of goods without the express consent of the landlord.

When goods are being carried in the lifts it will be the responsibility of the tenant to ensure that all necessary measures are taken to protect the lift from damage. The cost to repair any damage brought up from any purposes apart from passenger use may be charged to the tenant concerned.

Animals, birds or pets

The tenant will not keep any animals, birds or pets in or around the building or premises. Guide-dogs are permitted.

Building directory

The landlord will maintain a directory of tenants in the main entrance lobby of the building. Name plates on the directory or electronic signage will be prepared for the tenant by the landlord at the tenant's cost. The form of each name plate or electronic sign will be solely determined by the landlord.

Cleaning of the premises by tenant

The landlord will use its reasonable endeavours to provide a cleaning service from one contractor who will in a proper and workmanlike manner clean all parts of the building including the exterior of all windows, grease traps and all car parking areas. The tenant will use cleaning services to the same or a better standard and will permit access to the premises during or outside normal working hours for the purpose of cleaning. The landlord shall not be responsible for any damage suffered by the tenant and the tenant's visitors arising out of such cleaning.

The landlord will instruct the cleaning contractor providing the cleaning services to separate the accounts direct to the tenant for the cost of cleaning the premises. This would include the cleaning of the internal surfaces of all outside windows, the cleaning of all other windows and glass within the premises and the cleaning of any service area.

All other cleaning costs will form part of the operating expenses of the building.

Dangerous goods

The tenant will not, except for customary office applications, use or allow anyone to use any chemicals or inflammable gases fluids or substances in or on the premises and will not use or allow anyone to use any method of heating or lighting the premises other than by electric current or gas, supplied through the meters.

Data transmission apparatus

The tenant is not to install any radio or television mast or antennae to the building, or link into any existing mast or antennae except with the written consent of the landlord (and then only in compliance with the terms of such a consent). If the landlord considers the rights or interests of other tenants are being adversely affected, they may revoke or modify any previous consent by giving 14 days' notice.

Doors

The maintenance of all Centre automatic doors, roller doors and fire exit doors shall be carried out by the landlord's nominated contractor including, but not limited to, annual inspection and certification for BWoF compliance.

Tenants may only engage the services of third party security providers to install time-controlled or access-controlled door systems with the express permission of the landlord.

Emergency contact

The tenant will advise the landlord of the private address and telephone number of the appropriate contacts for the tenancy in case of an emergency and shall keep the landlord promptly informed of any change of such address or telephone number.

Eviction

The landlord reserves the right to exclude or evict from the building any person who in the opinion of the landlord is under the influence of intoxicating liquor or drugs, or who in any manner wilfully does any act in violation of these rules. The landlord may also delegate this authority to the relevant security patrol contractor.

External window cleaning

If the tenant requires cleaning of external window surfaces more frequently than the landlord considers appropriate, the costs of such additional cleaning will be paid for by the tenant requesting such additional cleaning, or if more than one tenant is involved then proportionately by each tenant, calculated on the area of floor space occupied.

Foodstuffs

The tenant may prepare or cook food only with the consent of the landlord and only in the areas approved by the landlord for that purpose. The customary serving of morning and afternoon teas within the premises are excluded from this clause.

Forbidden activities

The tenant will not allow members of any charitable or other organisation to hold functions or solicit donations within the premises without the prior written consent of the landlord.

Goods delivery

If the tenant wishes to load or unload goods or articles of bulk or quantity in or out of the building they must consult with the landlord to ascertain a suitable time and which part of the

building can be used. The loading or unloading of goods or articles of bulk or quantity in or out of the premises shall be conducted in those areas set aside for the purpose.

The tenant shall be responsible for managing the goods delivery operations in such a way as to safeguard the general public, its customers and staff, and other tenants and their customers.

Interference with machinery

The tenant will not interfere with or attempt to control any part of the landlord's machinery installed or to be installed in any part of the building or in the premises, except where the tenant has individual control over air conditioning temperature or running controls.

Keys, access and security

The tenant acknowledges that all keys or access cards relating to the building or premises held by the tenant during its occupancy (whether they have been provided by the landlord or made or procured by the tenant for the tenant's own use) shall be surrendered to the landlord at the end of the lease. The tenant shall not make or allow any duplicates to be made, nor make any changes to, a key or access card without the prior consent of the landlord.

The tenant will only provide keys or access cards to employees or contractors of the tenant. A list of key and access card holders will be maintained by the tenant. The tenant will supply this information to the landlord immediately upon request from the landlord. In the interests of effective security the landlord has the right (at its sole discretion) to restrict the number of keys and cards issued.

If any key or access card is lost, stolen, destroyed or mutilated the tenant will pay all costs and expenses associated with either replacement of the key or card and/or ensuring the security of the building is not compromised.

Keys and/or access cards may be provided in the first instance by the landlord. The tenant must notify the landlord of, and return, obsolete cards and keys. The tenant will be held responsible for retaining any access cards and/or keys if the holder is no longer a tenant or employee of the tenant.

Name of building

If the name of the building is used by the tenant on letterheads or other business forms or advertising material then the name so used must be the full and proper name of the building. It is acknowledged that the landlord is the owner of all naming and advertising rights to the building.

Notice to landlord of damage, accident, etc.

The tenant will give notice to the landlord immediately when it becomes aware of:

- Any damage or defects in the premises or the building or in any of the services or facilities provided by the landlord in the premises or the building; or
- Any circumstances likely to cause any damage or injury within the premises or the building or any accident or injury to any person; or
- Any damage or defects in the building's security or surveillance system; or
- Any serious or potentially serious infectious illness occurring in the premises or the building. The tenant shall also give notice of the same to the proper authorities and, at

the expense of the tenant, shall thoroughly fumigate and disinfect the premises to the satisfaction of such authorities and otherwise comply with their lawful requirements.

Obstruction

Visitors to tenants will not use the footpath entrances, lobbies, passages, halls, lifts and staircases for any purposes other than for entry to, or exit from, the building. Tenants will also keep these areas free from obstruction, as required by fire regulations and other authorities to ensure public safety.

Protection of services

The tenant will not use, or permit to be used, the toilets or any other water supply/drainage apparatus for any purpose other than that for which they were designed. This includes placing tea leaves, sweepings, rubbish, rags, ashes or other foreign or corrosive substance in the apparatus.

If the tenant who is responsible for the damage is not discovered, then the cost to repair the apparatus arising from the misuse shall be borne by all tenants in proportion to the area occupied by each of them on the floor at which the damage occurred.

Roof access

No person is permitted to access the roof of an Argosy Property building without the express approval of the Property Manager. This is to ensure roof access is controlled and only accessible to competent, approved persons.

Where installed, height restraints/abseil anchors must be used for all work undertaken on or from the roof and only those certified and trained in the use of such devices may carry out works on behalf of the tenant or the landlord.

Rubbish

The tenant must not litter in any parts of the building, such as the common areas including the main entrance foyer, stairways, car parks, roof of the building or in the lift wells or any public areas, and must not place any article upon any sill ledge or such like.

All rubbish from individual tenancies must be taken away from the premises in the appropriate manner. The tenant will be liable for the cost of any rubbish removed from inside or outside of the premises by the Landlord.

Signage

The tenant must not affix any signage to the exterior of the building, or common areas, without the prior written consent of Argosy Property. Signage must be compliant with Wellington City Council bylaws and, where in place, match the style of other building signage designs.

The tenant shall be liable for all costs associated with their signage including, but not limited to, electricity consumption, painting and cleaning. The signage must be maintained to a high standard and window signs (either painted on or hung banners) must be re-painted/replaced on a regular basis to maintain a clean and tidy appearance.

Smoking

All Argosy Property sites are smoke-free. The tenant must ensure their staff, visitors and contractors observe the smoke-free status of the building and either prohibit smoking on-site or restrict it to an area outside the confines of the building. Smoking is strictly prohibited within the building, and all common areas including the main entrance foyer, stairways, car parks, and roof of the building, lifts or any public area.

Statements

The tenant will not issue statements, verbal or written, to the media in respect of the building. Requests for statements or interviews shall be referred to the landlord or its representatives.

Tenant to participate in fire drills

The landlord has the right to require the tenant to perform fire drills from time to time and observe all necessary and proper emergency evacuation procedures. This includes, without limitation, the appointment and participation of appropriate fire wardens and the tenant and the tenant's visitors' co-operation with the landlord in performing such drills and procedures.

In no case will there be any compensation payable by the landlord on account of any loss or damage caused to or sustained by the tenant and the tenant's visitors as a result of a fire evacuation or where an evacuation is required for the safety of onsite tenants and visitors.

Window coverings

The tenant will not erect window coverings (e.g. blinds, drapes, curtains, screens, awnings, or signage) without the consent in writing of the landlord. Such items installed in the premises shall be of non-flammable material and will comply with all relevant standards approved by the landlord.

The tenant will maintain, in a neat, clean and proper state of repair, all window coverings whether supplied by the landlord or otherwise and will as often as the need (in the opinion of the landlord) arises replace at the tenant's own cost any window covering of a material or type nominated by the landlord.

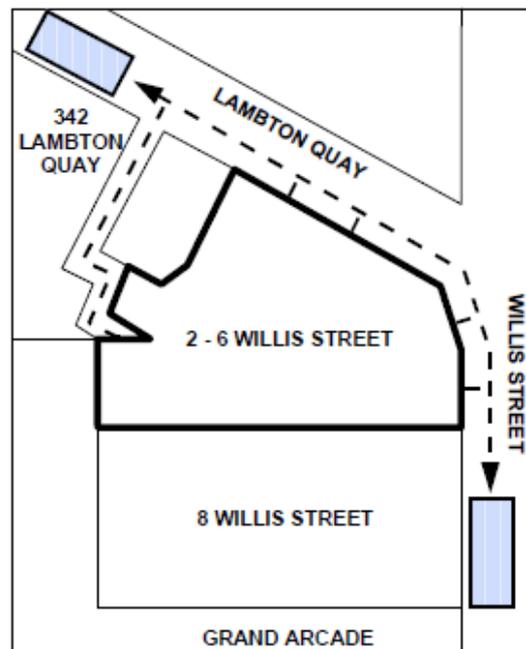
Other than as provided for in the tenant's lease or this rule the tenant will not in any way without the express written authority of the landlord cover or obstruct the windows.

Attachment 1: Fire evacuation scheme

BUILDING SAFETY EQUIPMENT - YOUR BUILDING HAS:-

<p>MANUAL FIRE ALARMS</p>  <p>BREAK GLASS & DIAL 111 (you may need an outside line first)</p>	<p>FIRE HOSE REELS</p>  <p>DO NOT USE ON ELECTRICAL EQUIPMENT</p>	<p>SMOKE/HEAT DETECTORS</p> 
<p>YOUR BUILDING MAY HAVE FIRE EXTINGUISHERS KNOW THEIR LOCATION * LEARN HOW TO USE THEM FIRE EXTINGUISHERS & HOSE REELS SHOULD ONLY BE USED IF NO PERSONAL RISKS ARE TAKEN!</p>		
<p>YOUR EVACUATION BOARD IS LOCATED:</p>	<p>GROUND FLOOR LOBBY/ENTRANCE TO OFFICE TOWER</p>	
<p>HOW TO IDENTIFY WARDENS IN YOUR BUILDING THEY WILL BE WEARING:</p>	<p>JERKINS</p> 	

ASSEMBLY AREAS



Schedule 1: Building operational hours

Main entry doors

The ground floor main entry door and level 2 stair door are open at 7.00am and close at 6:00pm Monday to Friday.

To gain entry through these doors after these hours you will need to use your access card.

Lifts

The lift is on free-access 24/7.

Air conditioning

The main air conditioning plant operates on set times from 6am to 6pm Monday to Friday.

Some tenancies may have individual air conditioning units that are either programmed to run at different times or are tenant controlled.

Lighting

Each tenant has their own lighting control for their floor or tenancy area. Some areas are on sensor control.

The entrance lobby is on a time-controlled operation.

Schedule 2: Security

Access card system

The main premises security system is maintained by Advanced Security. Tenants requiring replacement access cards or change of programming should contact the Argosy Property Manager in the first instance. Please note that tenants are liable for the cost of new cards.

Tenant's lost or stolen cards should be reported immediately to the Property Manager so they can be cancelled from the security system. Faulty cards that fail to activate a reader should be reported to the Property Manager and a new card will be issued at no cost.

To ensure the safety and security of yourself, other building occupants, property and to avoid unnecessary liability issues or incidents, please ensure cards are not loaned to any other person including other staff members, family members, partners or friend who are considered unauthorised users.

To enable access in the event of an emergency (e.g. post-quake engineering assessment) the Property Manager should be provided with a key/card to your premises. Where tenants install their own alarms or electronic access system, the Property Manager should also be provided with the relevant access code or alarm operating instructions.

Security Cameras (CCTV)

Security cameras are installed in the main entrance foyer of the building, and are operated 24/7.

Building monitoring

Monitor NZ monitors the building after hours and First Security carry out about random checks through the night and weekends.

After hours contact

For issues relating to the building's operation after hours the tenant should contact the Property Manager.

Security incidents

Security incidents that occur within and around the building are to be reported to the Property Manager, whereby the Property Manager will attend, assist, follow up and record the incident.

However, incidents that occur within the tenants premises such as theft, fraud, etc. are an internal matter for the tenant to manage.

To assist our tenants in the best way possible when an incident occurs we are able to provide:

- a) Access reports. These can track card holders using their proximity card coming into and out of the building or accessing lifts.
- b) With the use of the buildings CCTV system we are able to visually track a persons movements with a recording device for up to two weeks.

The Property Manager will assist your needs in evidence gathering utilising the buildings security facilities.

Serious incidents

For any incidents involving immediate violence, contact the Police if the situation dictates otherwise contact First Security (0800 347 787) or the Argosy Property Manager.

If there are any persons who are deemed an unwanted visitor within your premises please contact First Security (0800 347 787) or the Police immediately.

All security incidents should be reported to the Property Manager.