

DATE: 9 June 2020

**ACCESS LICENCE
RELATING TO
GYM PREMISES ON THE BASEMENT,
LOWER GROUND AND GROUND FLOORS OF
SUNLIGHT HOUSE, QUAY STREET, MANCHESTER**

Between

BANNATYNE FITNESS LIMITED

and

CEP ASI UKPF NOMINEE 1 LIMITED AND CEP ASI UKPF NOMINEE 2 LIMITED

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TABLE OF CONTENTS

1. Definitions and Interpretation 1

2. Licence.....2

3. Landlord’s Obligations 2

4. Tenant’s Obligations.....3

5. Assignment 3

6. Miscellaneous 4

7. Notices 4

8. Third Party Rights.....4

9. Governing Law and Jurisdiction.....5

10. Counterparts.....5

Appendix 1 7

Appendix 2 8

THIS LICENCE dated

9 June

2020

BETWEEN:

- (1) **BANNATYNE FITNESS LIMITED** a company registered in England and Wales (registered number 03287770) whose registered office is Power House, Haughton Road, Darlington, Co Durham, DL1 1ST (the “**Tenant**”)
- (2) **CEP ASI UKPF NOMINEE 1 LIMITED** (company registration number 11786731) and **CEP ASI UKPF NOMINEE 2 LIMITED** (company registration number 11786771) whose registered offices are at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB in their capacity as nominees of **CITIBANK EUROPE PLC, UK BRANCH as depositary of ABERDEEN UK PROPERTY FUND** (the “**Landlord**”)

WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

In this Licence unless the context otherwise requires:

- 1.1 the words defined in this sub-clause have the following meanings:

“**Lease**”: the lease dated 2 January 2014 between (1) Apia Nominee 1 Limited and Apia Nominee 2 Limited and (2) Bannatyne Fitness Limited and any document supplemental or collateral to it

“**Licence Period**”: the period from and including 8 June 2020 to and including 25 June 2020 subject to the provisions for extension set out in clause 6.5;

“**Noisy Works**”: means any part of the Works requiring the use of machinery or hammers;

“**Property**”: gym premises on the basement, lower ground and ground floors of Sunlight House, Quay Street, Manchester as more particularly demised by the Lease;

“**Works**”: means the works as set out in the specification and method statement attached as Appendix 1 and including any works to rectify any damage caused to the Property during the course of such works and any variation to the specification and method statement as agreed in writing by the parties;

- 1.2 any covenant given or to be given by more than one person will be joint and several
- 1.3 any reference to statute (whether generally or specifically) includes all derivative instruments orders regulations and other matters all directives regulations and mandatory requirements of the European Union and in each case any re-enactment or modification of them from time to time
- 1.4 every obligation of the Landlord and/or the Tenant not to do an act or thing includes an obligation not to allow it to be done
- 1.1 the expressions “**Landlord**” and “**Tenant**” include their respective successors in title and assignees
- 1.2 words denoting persons include firms companies and corporations and vice versa
- 1.3 the singular includes the plural and vice versa and one gender includes any other gender
- 1.4 references to clauses are to clauses in this Licence
- 1.5 the headings to clauses do not affect the construction of this Licence
- 1.6 the words “**include**” “**includes**” and “**including**” are deemed to be followed by the words “**without limitation**”

2. LICENCE

In consideration of the payment by the Landlord to the Tenant of the sum of One Pound (£1) by way of commuted licence fee (the receipt of which is acknowledged) and the other covenants in this Licence the Tenant **GRANTS** to the Landlord its contractors agents and other persons authorised by it licence to enter such parts of the Property as may be necessary to carry out the Works during the Licence Period, notwithstanding the provisions of the Lease.

3. LANDLORD'S OBLIGATIONS

The Landlord **COVENANTS** with the Tenant:

- 3.1 not to commence the Works on or prior to 7 June 2020;
- 3.2 to obtain all necessary consents in connection with the Works and to carry out the Works in full compliance with the conditions of any such consent;
- 3.3 to carry out or procure that the Works are carried out:
 - 3.3.1 in a diligent, proper and workmanlike manner, exercising all proper skill and care, and completed with all reasonable speed;
 - 3.3.2 taking all proper and sufficient precautions so as to cause as little interference or disturbance to the Tenant's business carried on at the Property as reasonably practicable;
 - 3.3.3 taking all such steps as may be necessary to ensure that the Works are carried out in a manner which does not constitute a nuisance to any third party;
 - 3.3.4 without infringing third party rights over and/or any restrictions affecting the Property;
 - 3.3.5 complying with such security arrangements as the Tenant may reasonably stipulate;
 - 3.3.6 in compliance with the Tenant's reasonable directions provided that such directions do not result in a change to the specification and/or method statement attached as Appendix 1;
 - 3.3.7 in compliance with all relevant statutes planning permissions bye-laws building regulations and any other necessary consents; and
 - 3.3.8 in accordance with the specification, construction programme and method statement attached to this Licence as Appendix 1; and
 - 3.3.9 without damaging or rendering unsafe any other part of the Property or any adjoining or neighbouring property (and a schedule of condition evidencing the state and condition of all relevant parts of the Property or any adjoining or neighbouring property is attached to this Licence as Appendix 2);
- 3.4 to maintain or procure that the Landlord's contractor in relation to the Works maintains for the duration of the Works appropriate third party and public liability insurance to a minimum of ten million pounds (£10m) for each and every claim;
- 3.5 to erect in and in due course dismantle and remove from the Property any apparatus required for carrying out the Works in a good and workmanlike manner;
- 3.6 keep the Tenant reasonably informed as to the progress of the Works and notify the Tenant of the completion of the Works;
- 3.7 not to authorise any person to access the Property save for such employees, representatives, contractors and agents as the Landlord shall reasonably require to carry out the Works;

- 3.8 to only erect and/or dismantle scaffolding required as part of the Works during the Licence Period;
- 3.9 unless otherwise agreed with the Tenant not to carry out any Noisy Works between the hours of 9am and 7pm on any day during the Licence Period;
- 3.10 to set the alarm at the Property, lock the Property and hand the keys to the Property to Sunlight House Security at the end of each day that the Works are carried out during the Licence Period;
- 3.11 that if the Landlord is in material breach of its obligations in this Licence (and such breach has not been rectified within a reasonable period of the Landlord being notified of such breach (such reasonable period being not less than one month from the date of the Tenant's notice) the Tenant may require the Landlord to cease all Works by giving written notice to that effect and the Landlord shall immediately cease all Works and not recommence any part of the Works until such time as the breach has been remedied to the Tenant's reasonable satisfaction;
- 3.12 to use reasonable endeavours to keep clean and free from obstructions those parts of the Property that may be affected by the Works (provided that any scaffolding or apparatus which the Landlord erects within the Property for the carrying out the Works shall not constitute an obstruction for the purposes of this clause 3.11);
- 3.13 upon expiry of the Licence Period (or, if agreed, expiry of any extension period agreed between the parties in accordance with clause 6.5) the Landlord shall remove all its effects and leave the Property clean and tidy and in the condition as shown in the schedule of condition attached at Appendix 2;
- 3.14 to provide the Tenant with the name e-mail address and telephone number of a surveyor acting on behalf of the Landlord to ensure that at all times when the Works are in progress that such surveyor (or some other person nominated by him) is available to be contacted by the Tenant and is authorised to take any steps on behalf of the Landlord in respect of any matters arising under this Licence;
- 3.15 to make good to the Tenant's reasonable satisfaction as soon as reasonably practicable any physical damage to the Property arising out of, or incidental to, the carrying out of the Works (and a schedule of condition evidencing the state and condition of all relevant parts of the Property or any adjoining or neighbouring property is attached to this Licence as Appendix 2); and
- 3.16 to be liable for, and shall reimburse the Tenant for, all losses, damages, costs, expenses or other liabilities arising in respect of any personal injury to or the death of any person or any injury or damage to any property real or personal arising out of or in the course of or caused by the carrying out of the Works. If the Tenant secures a costs order against the Landlord as a result of proceedings brought to enforce this clause, the parties agree, so far as they are able, that the costs will be assessed so that the court will resolve any doubt which it may have as to whether the costs were reasonably incurred or were reasonable in amount in favour of the receiving party.

4. TENANT'S OBLIGATIONS

The Tenant COVENANTS with the Landlord upon any disposition of the Property by the Tenant during the Licence Period to procure that any disponee enters into a deed of covenant with the Landlord covenanting to comply with the terms of this agreement.

5. ASSIGNMENT

The Landlord may assign the benefit of this Licence to any party acquiring its interest in the Property and upon any such disposition of the Property by the Landlord during the Licence Period

to procure that any disponent enters into a deed of covenant with the Tenant covenanting to comply with the terms of this agreement.

6. MISCELLANEOUS

- 6.1 This Licence is restricted to the Works as authorised by this Licence and nothing contained in this Licence is deemed to authorise any other or further works or access to the Property
- 6.2 The Works will be carried out entirely at the Landlord's own cost and risk
- 6.3 The Landlord and its nominated contractors may only enter the Property as licensees (entirely at their own cost and risk) and the Landlord will not have exclusive occupation possession or use of any part of the Property
- 6.4 This Licence does not and will not be deemed to create any tenancy or relationship of landlord and tenant between the Landlord and the Tenant
- 6.5 The parties may agree at any time in writing to an extension to the Licence Period and a memorandum recording the agreed extension shall be signed by both parties and attached to this Licence;
- 6.6 In the event that the parties agree to extend the Licence Period pursuant to clause 6.5 of this Licence and the Property has re-opened for trade by the Tenant and the Landlord has not fully vacated the Property (and removed its effects and complied with its other obligations set out in clause 3.13 of this Licence) by the expiry of the agreed extended Licence Period it is agreed that the Landlord shall pay the Tenant the sum of £15,000 plus VAT (if applicable, and subject to the Tenant providing the Landlord with a valid VAT invoice) per week for such time until it has vacated the Property and removed its effects in accordance with the terms of this Licence;
- 6.7 The parties hereby agree that:
 - 6.7.1 the Landlord is not undertaking the Works pursuant to any obligation owed to the Tenant; and
 - 6.7.2 for the avoidance of doubt neither the existence nor the provisions of this Licence shall in any way expressly or impliedly vary the respective obligations of the Landlord and the Tenant to repair and maintain the Building and/or Property as set out in the Lease and such Lease obligations shall continue in full force and effect and apply to the Building and/or Property as altered by the Works.
- 6.8 The parties acknowledge that the Tenant is carrying out ongoing repair works to the tiles of the pool floor at the Property and, as soon as reasonably practicable following the start of the Licence Period, the parties shall use reasonable endeavours to agree an update to the schedule of condition attached at Appendix 2 reflecting the updated condition of the Property.

7. NOTICES

Any notice under or in relation to this Licence will be deemed (whether or not that is actually the case) to be a notice required to be served for the purposes of section 196(5) of the Law of Property Act 1925 and the provisions of section 196 of that Act will extend to any such notice accordingly

8. THIRD PARTY RIGHTS

Nothing in this Licence is intended to confer on any person any right to enforce any term of this Licence which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999

9. GOVERNING LAW AND JURISDICTION

This Licence shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising in any way in relation to this Licence.

10. COUNTERPARTS

This Licence may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

IN WITNESS of which the parties have signed or sealed this instrument as a deed and have delivered it upon dating it.

Executed as a deed by)
BANNATYNE FITNESS LIMITED)
On being signed by: Ed James)
.....) Director
in the presence of:)

DocuSigned by:
Ed James
085C259074FC4D2...

Name of witness:
.....
Signature:
.....
Address:
Power House
Haughton Road
Darlington
DL1 1ST
.....
Solicitor
Occupation:

Mark watt

EXECUTED as a **DEED** by)
..... acting as attorney/director for)
CEP ASI UKPF NOMINEE 1) Signature of attorney/director
LIMITED)

DocuSigned by:
Mark Watt
C4E97EC8B5A41DD...

In the presence of)
Signature of witness)
Name of witness)
Address of witness)
1 George Street
Edinburgh
.....
Occupation of witness)
Security Officer

Jamie Anderson

Jamie Anderson

1 George Street
Edinburgh

Security Officer

Mike Hannigan

EXECUTED as a **DEED** by)
..... acting as attorney/director for)
CEP ASI UKPF NOMINEE 2 LIMITED) Signature of attorney/director
)

DocuSigned by:
Mike Hannigan
D70F6FF2A590467...

In the presence of)
Signature of witness)
Name of witness)
Address of witness)
1 George Street
Edinburgh
.....
Occupation of witness)
Security officer

Jamie Anderson

Jamie Anderson

1 George Street
Edinburgh

APPENDIX 1

Method Statement

Contractor	Contract	Date	Method Statement No
Wilson Coatings Limited	Sunlight House	21/05/2020	219

1.0 COMPANY INFORMATION

Company Name	Wilson Coatings Limited		
Registered Address	100 Hallcroft Road , Retford , Nottinghamshire, DN22 7LQ		
Telephone	07576707971		
Email	Barry@wilsoncoatingslimited.com		
Contact Name	Barry Wilson	Position	Director
Contact Number	07576707971	Contact Email	Barry@wilsoncoatingslimited.com
Project Name	Sunlight House Pool canopy		
Element of Works Applicable Under This Method Statement	Repairs to rust staining on the underside and exterior of the swimming pool canopy located in Sunlight Souse to comply with the standard ISO 12944 (paints and varnishes corrosion protection of steel structures by protective paint systems) following guidelines provided by Pronto Paints (the Paint manufacturer). -Technical data sheets annexed to this document 1. The repair works to the underside of the canopy will involve the use of mobile tower scaffold erected in the swimming pool to enable the operators to reach all affected areas , 2. All areas not requiring treatment will be masked off using masking tape/protective film 3. Initially the rust contamination will be removed using a wire brush and / or orbital sander only followed by an application of Jenolite rust converter and allowed to dry (as recommended by the manufacturer). 4. Rust residue / staining runs will be cleaned off used a mild detergent. 5. The final stage is to coat affected areas with a two pack polyurethane direct to metal paint ensuring adequate coverage by using wet paint measuring gauge. (Typical wet film thickness when applied as a finish is 75-100 microns (40-55 microns dft). 6. Once dry the overall dry film thickness can be measured using an electronic dry film thickness tester 7. The process for the external areas of the canopy which require treatment is the same as for the underside with the exception of the access which would be achieved using an alloy tower. 8. We would envisage the works to take between 10-14 days with 2 operators on site. 9. Operators will adhere to Ardmac and the Construction leadership council guidelines on protection of workforce during Coronavirus 10. Tower Scaffolds supplied by Hire Station. 11. Access to external works via FM office		
Location of Works	Sunlight House, Quay Street Manchester		
Proposed Commencement Date	08.06.20	Proposed Completion Date	30.06.20



2.1 Management and Supervision

Management Position	Name	Contact Number	
Project Director			
Contracts Manager	Barry Wilson	07576707971	
Site Manager	Tameer Saleh	07423823690	
Company Safety Advisor	Mark Charles	01159523096	
First Aid			
Maximum Number of Operatives on site	3	Ratio of Supervisors to Operatives (1 Supervisor for each x No. Operatives)	1:3

2.2 Key Plant, Tools and Equipment (Attach Certification as required)

Work at Height Equipment (Ardmac WAH equipment selection procedure to be completed for all WAH equipment)	Y	N	Lifting Equipment	Y	N
System Scaffolding	x		Hoist		x
Mobile Towers	x		Crane (Specify Type)		x
Does Scaffold Reserve a Design	x		Ground bearing Capacity Checked		x
Mobile Elevated Work Platform		x			
Podium Steps		x	All Terrain Forklift		x
Step Ladders (Only permitted under Permit to Work)		x	Teleporter/Forklift Truck		x
Straight Ladders (Only permitted under Permit to Work)		x	Pallet Trucks		x
Electrical Equipment		x	Other Mechanical Equipment (Specify)		x
Task Lighting	x				
Transformers		x	Lifting Equipment Inspection & Test Certs		x
Leads	x		Temporary Works (Specify)		
Hand Tools (Specify)	x				
Cordless sander	x				
Cordless drill	x				
Wire brush	x				
Electrical Equip Test Certs Provided	x		Temporary Works Certs Provided		x

Additional Equipment (Not Listed Above)

Nicetu CM8811FN electronic coating thickness gauge
Wet film testing gauge.

All hand tools used at high level / over dome where a risk of them falling and causing damaged / hurt will be tethered to the operative at all times when in use.

Materials to Be Used:

- Jenolite Rust converter (see www.jenolite.com/product/jenolite-250g-rust-converter)
- Ottoseal S18 swimming pool sealant (see www.sealantsonline.co.uk/ProductGrp/Otto-chemie-ottoseal-s18-swimming-pool-sealants)
- Pronto paints mio primer 103:006 (see www.prontopaints.co.uk/product/103006)
- Pronto paints two pack polyurethane direct to metal finish coat 370:000 (see www.prontopaints.co.uk/product/370000)

2.3 Risk Assessment, Information, Instruction and Training	Y	N
All operatives are trained and competent to complete their activities	X	
Contractor Method Statement Awareness Forms will be submitted for all operatives	X	
Risk Assessments have been prepared for all activities with the potential for harm	X	
All operatives will observe the Ardmac 5 Point PPE procedure by wearing Safety Boots, Hard Hats, Hi Visibility Jackets, Safety Gloves, Safety Glasses	X	
The Contractor will partake in pre-start briefing meetings	X	
Safe Plan of Actions (SPA) will be completed & submit on a task basis	X	
Toolbox Talks (TBT) will be completed on a weekly basis	X	
Relevant Risk Assessments are attached	X	

2.4 Project Quality Plan (PQP)	Y	N
A PQP has been developed for the full scope of works	X	
The PQP outlines management arrangements to ensure compliance to specifications	X	
An Inspection and Test Plan (ITP) has been developed detailing what elements will be inspected and when the inspections will be completed	X	
Documented Inspections of works will be completed on a regular basis to ensure installation is compliant to specifications	X	

3.0 SEQUENCES OF OPERATIONS **As described in elements of works applicable (above)**

3.1 Materials Delivery

All materials will be brought in daily by operatives vehicles – no supplier deliveries planned
Hired plant (alloy towers) delivery on day 1 and off hired on final day.

3.2 Unloading, Set Down & Storage

Storage of materials and plant will be in the pool room.
Alloy towers will be erected in the pool for the duration of the works – the working space.
Route to the works place, will be through the main entrance doors, taking the staircase to the entrance to the pool.

3.3 Set Out, Task Planning, Segregation

Operators to maintain 2 metre distancing where possible and regular wash hands and equipment in line with Ardmac covid-19 guidelines and construction leadership council advice on protecting your workforce during coronavirus (Covid-19) see appendix 1.

There is to be an exclusion zone around the works, with no access for Bannatynes staff or contractors during the course of the works. This will be indicated by hazard tape & signage.

Ardmac supervisor and workforce to sign in & out daily, as per the health club policy. Signing in/out book located in main reception.

3.4 Movement of Materials to Work Location

On a daily basis when required

3.5 PPE Requirements

5 point PPE – hard hat, safety glasses, gloves, Hi-Viz and safety footwear

Full (head to toe) disposable overalls.

RPE

3.6 Detailed Plan of Action of How the Works Will be Carried Out. (Step by Step)

Complete SPA for internal works (inside the health club).

1. Carry out pre-start inspection & record condition survey. Ardmac will record this photographically and issue to Savills & Bannatynes as a true record.
2. Check work areas for additional risks and cordon off agreed area.
3. Lay dust sheets and protective boards to pool base
4. Erect scaffold towers in swimming pool for works to underside of canopy
5. Stain glass unit to be removed and safely stored. Calibre have been approached to carry out this task, as they have the knowledge on how to handle the glass and how to store it during the course of the works.
6. Protect surfaces not to be treated using masking tape and protective film
7. Remove surface staining and rust from steelwork using manual and mechanical(cordless orbital sanders) photos to be taken as proof of sufficient preparation.
8. Fill voids between steels and seal joints.
9. Application of micaceous iron oxide primer ensuring that adequate paint thickness is achieved especially on corners and edges (this can be measured using a wet film gauge)
10. Any gaps between steel members should then be sealed using swimming pool grade sealant (Ottoseal S18 swimming pool sealant)
11. Apply Jenolite rust converter and allow to dry
12. Apply mio primer to steelwork ensuring adequate coverage especially on edges and corners and allow to dry
13. Apply topcoat to steelwork ensuring adequate coverage especially on corners, abutments and edges - allow to dry
14. On completion of works carry out dry film testing to ensure optimum coverage has been achieved using Nicetu CM8811FN electronic coating thickness gauge
15. Work to be checked by client representative.
16. Once client approval has been received de-mask previously protected surfaces and remove all waste materials off site.
17. Stain glass to be re-installed.
18. Repeat process in working right to left, until all areas of the steel frame effected are attended too.
19. Mobile scaffolding and system scaffolding can then be removed from site
20. Remove protection & carry out final clean of the pool area.
21. Final inspection and hand back pool area

Complete SPA for works external – (above the dome).

1. Carry out pre-start inspection & record condition survey – Ardmac will record this photographically and issue to Savills & JLL as a true record.
2. Check work areas for additional risks and cordon off agreed area.
3. Lay dust sheets and protective boards to work area
4. Erect alloy scaffold towers externally for works to underside of canopy
5. Roof glass unit to be removed and safely stored, on pallets adjacent to the work area. Sequence of works as shown in Appendix 2.
6. Protect surfaces not to be treated using masking tape and protective film
7. Remove surface staining and rust from steelwork using manual and mechanical(cordless orbital sanders) photos to be taken as proof of sufficient preparation.
8. Fill voids between steels and seal joints.

9. Application of micaceous iron oxide primer ensuring that adequate paint thickness is achieved especially on corners and edges (this can be measured using a wet film gauge)
10. Any gaps between steel members should then be sealed using swimming pool grade sealant (Ottoseal S18 swimming pool sealant)
11. Apply Jenolite rust converter and allow to dry
12. Apply mio primer to steelwork ensuring adequate coverage especially on edges and corners and allow to dry
13. Apply topcoat to steelwork ensuring adequate coverage especially on corners, abutments and edges - allow to dry
14. On completion of works carry out dry film testing to ensure optimum coverage has been achieved using Nicetu CM8811FN electronic coating thickness gauge
15. Work to be checked by client representative
16. Once client approval has been received de-mask previously protected surfaces and remove all waste materials off site.
17. Glass to be re-installed.
18. Repeat process in working clockwise starting at the access door, until all areas of the steel frame effected are attended too.
19. Mobile scaffolding and system scaffolding can then be removed from site
20. Remove protection & carry out final clean of the roof area.
21. Final inspection and hand back roof area

Declaration of Compliance to Method Statement

Consultation/Comment/AOB

My signature below certifies that I understand and agree to comply with the specified requirements and control measures as set out in this Method Statement document.

Name	Signature	Company Name	Date
		Wilson coatings limited	
		Wilson coatings limited	
		Wilson coatings limited	
		Wilson coatings limited	
		Wilson coatings limited	
		Wilson coatings limited	

APPENDIX 1:

Covid 19 – Controls PH14			
HAZARDS			
Infection with Covid-19 Virus			
PERSONS LIKELY TO BE AFFECTED			
Employees –			
CONTROL MEASURES TO REDUCE RISK TO LOW			
Eliminate - Workers who are unwell with symptoms of Coronavirus (Covid-19) should not travel to or attend the workplace - Re-arrange tasks to enable them to be done by one person, or by maintaining social distancing measures (2 metres) - Avoid skin to skin and face to face contact - Stairs should be used in preference to lifts or hoists and consider one ways systems - Consider alternative or additional mechanical aids to reduce worker interface Site Meetings - Only absolutely necessary meeting participants should attend - Attendees should be at least two metres apart from each other - Rooms should be well ventilated / windows opened to allow fresh air circulation - Hold meetings in open areas where possible			
Isolate - Keep groups of workers that have to work within 2 metres: - Together in teams e.g. (do not change workers within teams) - As small as possible - Away from other workers where possible			
Control - Where face to face working is essential to carry out a task when working within 2 metres: - Keep this to 15 minutes or less where possible - Consider introducing an enhanced authorisation process for these activities - Provide additional supervision to monitor and manage compliance			
Eng. Controls Access/Egress Points, Canteen Segregation, Welfare Segregation, Sanitation Station and Demarcation, Designate Pedestrian routes/emergency evacuation- goods and passenger hoist management. All the above require the 2 meter social distancing to be achieved			
Social Distancing-PPE Sites should not use RPE for Coronavirus (Covid-19) where the two metre social distancing guidelines are met. Where the social distance of 2 metres cannot be maintained, please refer to scenario A or B for specific PPE requirements.			
A) No physical contact between colleagues B) Physical touching will occur (manual handling / pushing – pulling side by side, shared tools and equipment).			
1. Scenario B is of higher risk than scenario A. 2. Scenario A - Personnel should wear FFP3 / FFP2 mask with eye protection and gloves or full face shields with surgical mask and gloves. 3. Scenario B - Personnel will should wear FFP3 / FFP2 mask with eye protection and gloves or full face shields with surgical mask, gloves & disposable suits. On completion, dispose / make safe any contaminated PPE - specific procedures to be agreed on site. Where social distance cannot be maintained allocate which category: A or B			
MINIMUM PERSONAL PROTECTIVE EQUIPMENT (Additional P.P.E May be Required)			
Safety Helmet		Goggles/Visor	
Safety Boots		Ear Defenders	
Safety Glasses		Hi-vis. Vest	
		Gloves	
		Respirator	
		Safety Harness	
INFORMATION, INSTRUCTION, TRAINING AND REVIEW			
1. Provision of information and instruction on the content of this and associated risk assessments. 2. Provision of information, instruction and training on applicable controls. 3. Instruction in correct use of PPE.			

Covid-19 Questionnaire/Self Declaration

In the interests of safety and health for the people of the site, their families and the community, Site Management ask that you complete the following questionnaire / self-declaration.

Your co-operation and support are appreciated.

No.	Item	Yes	No
1.	Have you been in close contact with anyone who has been confirmed of having COVID-19 virus?		
2.	Do you live in the same household with someone who has symptoms of COVID-19 who has been in isolation within the last 14 days?		
3.	Do you have any of the following typical COVID-19 symptoms: fever, high temperature, persistent coughing, breathing difficulties, shortness of breath		
4.	Have you returned from another country within the last 14 days?		
5.	If YES, where from:		

I confirm that I have responded to the questions above truthfully based on my current condition and I commit to advising the site management team and excluding myself from site if this situation changes i.e. (if at a point in the future, I would answer "Yes" to any of the above questions):

Name: _____

Company: _____

Signature: _____

Date: _____



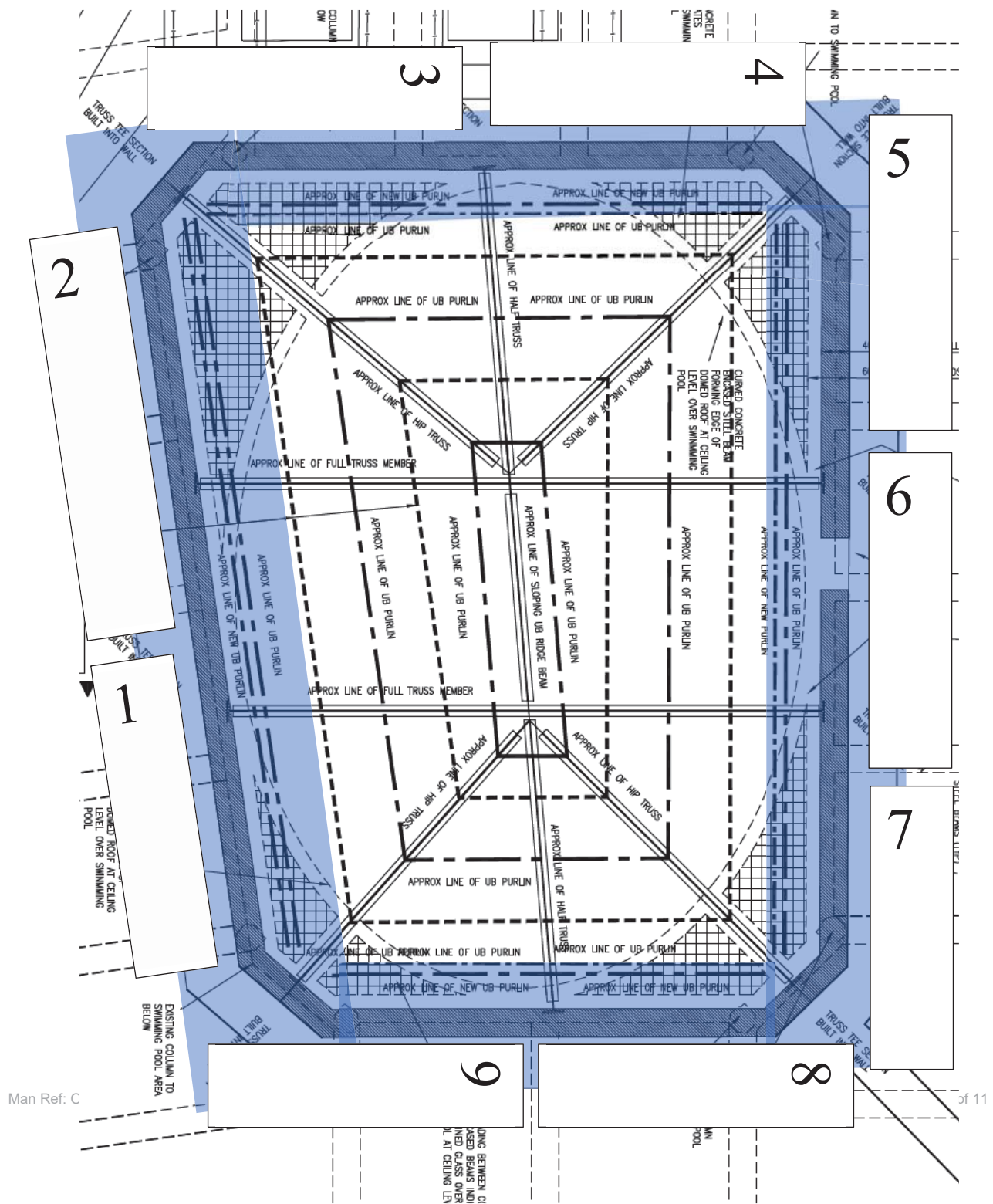
Man Ref: OP4/HSP6 Doc Ref: HSF6.7.7 Issue: 0420 Originator: SHEQ Rev: 001 Page 1 of 1

						
Covid-19 Task Social Distancing Risk Assessment						
Company Name:	Project:		Date:			
Activity						
Eliminate						
- Workers who are unwell with symptoms of Coronavirus (Covid-19) should not travel to or attend the workplace - Re-arrange tasks to enable them to be done by one person, or by maintaining social distancing measures (2 metres) - Avoid skin to skin and face to face contact - Stairs should be used in preference to lifts or holists and consider one ways systems - Consider alternative or additional mechanical aids to reduce worker interface Site Meetings - Only absolutely necessary meeting participants should attend - Attendees should be at least two metres apart from each other - Rooms should be well ventilated / windows opened to allow fresh air circulation - Hold meetings in open areas where possible						
Reduce						
Where the social distancing measures (2 metres) cannot be applied: - Minimise the frequency and time workers are within 2 metres of each other - Minimise the number of workers involved in these tasks - Workers should work side by side, or facing away from each other, rather than face to face - Lower the worker capacity of lifts and holists to reduce congestion and contact at all times - Regularly clean common touchpoints, doors, buttons, handles, vehicle cabs, tools, equipment etc. - Increase ventilation in enclosed spaces - Workers should wash their hands before and after using any equipment						
Isolate						
Keep groups of workers that have to work within 2 metres: - Together in teams e.g. (do not change workers within teams) - As small as possible - Away from other workers where possible						
Control						
Where face to face working is essential to carry out a task when working within 2 metres: - Keep this to 15 minutes or less where possible - Consider introducing an enhanced authorisation process for these activities - Provide additional supervision to monitor and manage compliance						
Eng. Controls-						
Access/Egress Points, Canteen Segregation, Welfare Segregation, Sanitation Station and Demarcation, Designate Pedestrian routes/emergency evacuation- goods and passenger hold management. All the above require the 2 meter social distancing to be achieved.						
Social Distancing-PPE						
Sites should not use RPE for Coronavirus (Covid-19) where the two metre social distancing guidelines are met. Where the social distance of 2 metres cannot be maintained, please refer to scenario A or B for specific PPE requirements. A) No physical contact between colleagues B) Physical touching will occur (manual handling / pushing – pulling side by side, shared tools and equipment). 1. Scenario B is of higher risk than scenario A. 2. Scenario A - Personnel should wear FFP3 / FFP2 mask with eye protection and gloves or full face shields with surgical mask and gloves. 3. Scenario B - Personnel will should wear FFP3 / FFP2 mask with eye protection and gloves or full face shields with surgical mask, gloves & disposable suits. On completion, dispose / make safe any contaminated PPE - specific procedures to be agreed on site. Where social distance cannot be maintained allocate which category: A or B						
Schedule of works	Location	Nr of Operatives	Nr of Days	M2 Req'd	(None/N)/ A/ B)	Total Hrs Req
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
Activity Total:		0				0

Man Ref: OP4/HSP6 Doc Ref: HSF6.1.2 Issue Date: 06/04/2020 Revision: 001 Page 1 of 1

APPENDIX 2

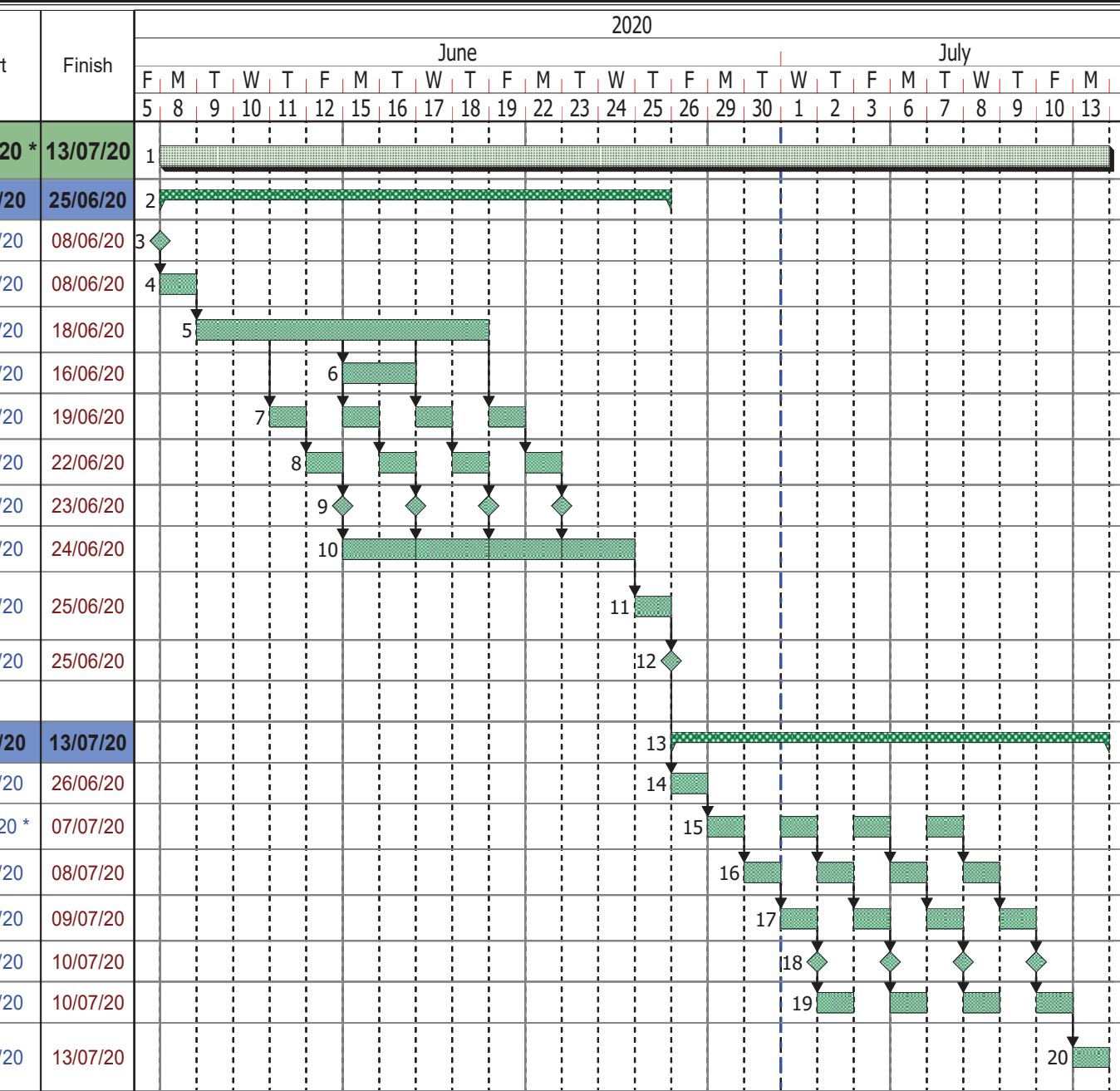
– AREA OF EXTERNAL WORKS – ACCESS TO THE LOWER BAND OF STEEL FRAME THAT ISN'T ACCESSIBLE FROM BELOW. THE NUMBERED BOXES REPRESENT THE DIRECTION OF THE WORKS AND THE APPROX AREA OF EACH ZONE THAT IS UNDERTAKEN & COMPLETED BEFORE THE NEXT ZONE STARTS. AS THIS INVOLVES THE ROOF BEING OPENED UP, IT IS WEATHER DEPENDENT. A MORNING CHECK ON THE FORECAST FOR THE DAY WILL BE UNDERTAKEN TO ENSURE NO ADVERSE WEATHER IS DUE THAT DAY. IF RAIN IS FORECAST THE WORKS WILL BE SUSPENDED FOR THE DAY / DURATION OF POOR WEATHER.



Sunlight House Pool Dome Remedial Works for Savills



Bar Chart View



ark, Manchester. M32 OTR

Comments :

t House\Sunlight House Programme - Pool Dome Remedial wks rev 01.pp

Prog No.

Revision No.

Issue date :

Revision date :

APPENDIX 4 – ACCESS – ALLOY TOWER (TYPICAL)



TYPE PROPOSED FOR INTERNAL WORKS (OUT OF THE POOL)



TYPE PROPOSED FOR EXTERNAL WORKS

APPENDIX 2

Photographic Schedule of Condition

Bannatyne Health Club, Sunlight House Quay
Street City Centre, Manchester M3 3JU



Photographic Schedule of Condition

Sunlight House, Manchester



1.	Signature Sheet	1
2.	Introduction	3
3.	Property Description	5
4.	Glossary of Terms	7
5.	Schedule of Condition	9
	Appendices	10
	Appendix A Scope of Service and Limitations – Commercial Building Surveys	11

Photographic Schedule of Condition

Sunlight House, Manchester



1. Signature Sheet

Photographic Schedule of Condition

Sunlight House, Manchester



1.1. Signature Sheet

This Schedule of Condition has been prepared on behalf of Aberdeen Standard Investments

It is confirmed that this Schedule of Condition comprises of the enclosed photographs, is a fair and reasonable record of the properties condition internally of the swimming pool area where scaffolding is to be installed. The date of inspection was the 27th May 2020.

Signed:

A handwritten signature in black ink, appearing to be "J. Blane".

Date: 28th May 2020

For Savills for and on behalf of Aberdeen Standard Investments (Landlord)

Signed:

Date:

For and on behalf of Bannatyne Health Club (Tenant)

Photographic Schedule of Condition

Sunlight House, Manchester



2. Introduction

Photographic Schedule of Condition

Sunlight House, Manchester



2.1. Confirmation of Instructions

In accordance with instruction received from Aberdeen Standard Investments we have prepared the following Schedule of Condition of the swimming pool floor at Bannatyne Health Club in Sunlight House.

The purpose of this Schedule of Condition is to identify and record the condition of the premises internally, where accessible, in order to safeguard both the Landlord and the Tenant's interest during the works being undertaken via the Tenant demise on behalf of the Landlord.

2.2. Reliance

This report is intended for the addressees of report only and third parties are not permitted to rely on the contents without the express permission of Savills (UK) Limited.

2.3. Limitations to Inspection

The Schedule covers only those parts of the property which were visible and accessible during our inspection. It was not possible to inspect parts of the structure, which were covered or inaccessible. It is not, therefore, possible to identify any defects which may subsequently become apparent arising from timber defects of any nature, beetle infestation, vermin, insects and defects in constituents of concrete, the positioning of reinforcement, the extent of bearings, ties or fixings or any defects of a similar nature.

We did not carry out any tests or inspections of any electrical, mechanical, water, drainage, air conditioning or other services including specialist installations such as halon, etc. and are unable to report that such parts remain free from defect.

This photographic record of condition should not be viewed as a building or structural survey, and no comments are made within the documents as to the reason why any defects or disrepair are evident.

Although we undertake as thorough and detailed inspection as possible, we are required by our Professional Indemnity Insurers to notify you that our schedule is subject to the standard limitations attached at Appendix B.

2.4. Inspection

We carried out our inspection on 27th May 2020

The weather conditions on the time of inspection were dry and bright.

2.5. Third Party Clause

We must stress that this report is only for the use of the parties to whom it is addressed and no responsibility is accepted to any other party for the whole or any parts of its contents. Neither the whole, nor any part of this report, or any reference thereto, may be included in any document or statement, nor published or reproduced in any way, without our prior approval in writing as to the form or context in which it will appear.

Photographic Schedule of Condition

Sunlight House, Manchester



3. Property Description

Photographic Schedule of Condition

Sunlight House, Manchester



3.1. Property Description

Sunlight House is a Grade II listed 13-storey office building with basement and sub basement. The ground and basement is partly occupied by Bannatyne Health Group, a gym operator and is fitted out with gym machinery to the mezzanine level and central basement swimming pool. The swimming pool is fully clad in porcelain tiles, at the time of the survey the swimming pool was drained of water. The swimming pool has mechanical ventilation and lighting throughout. The soffit of the pool incorporates a stained glass cast iron structure dome that allows natural daylight into the pool.

Photographic Schedule of Condition

Sunlight House, Manchester



4. Glossary of Terms

Photographic Schedule of Condition

Sunlight House, Manchester



4.1. Glossary of Terms

The table below provides guidance on the terms used in Section 6 to describe the condition of each element.

Reference	Description
Good	Generally as new or in reasonable condition with only very minor wear and tear or no defects.
Satisfactory	Serviceable / operational with signs of typical wear and tear or minor damage not requiring immediate action. Serviceable and functioning adequately.
Fair	Worn, tired, used condition. Still serviceable and but minor repairs necessary.
Poor	In need of repair or significant refurbishment. Subjected to long-term wear, nearing the end of its useful life.
Life Expired	Requires replacement.

Photographic Schedule of Condition

Sunlight House, Manchester

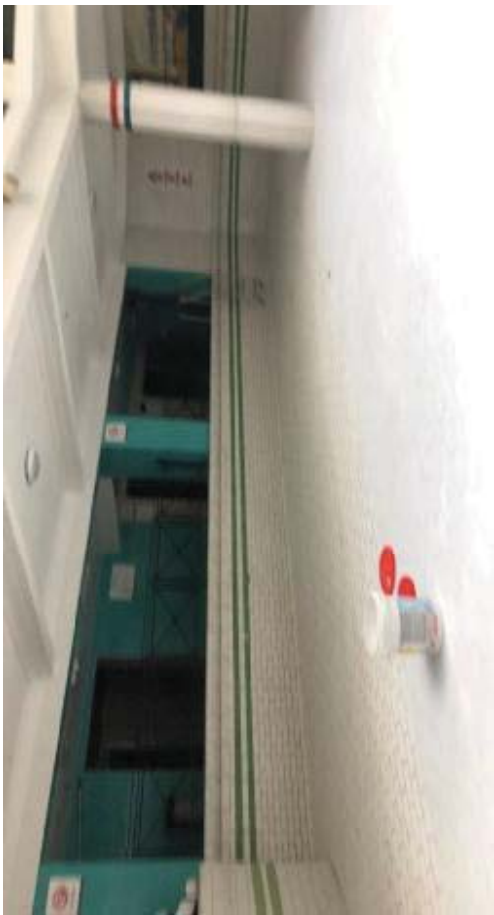
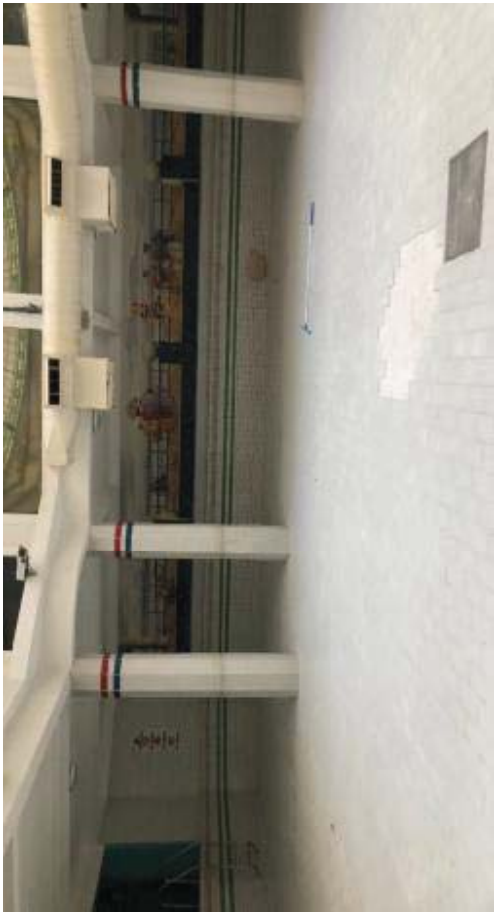


5. Schedule of Condition





















Photographic Schedule of Condition

Sunlight House, Manchester



Appendices

Photographic Schedule of Condition

Sunlight House, Manchester



Appendix A

Scope of Service and Limitations – Commercial Building Surveys

Photographic Schedule of Condition

Sunlight House, Manchester



SCOPE OF SERVICE AND LIMITATIONS

COMMERCIAL BUILDING SURVEYS

Our inspection and report will be subject to the following limitations (except insofar as they are inconsistent with the terms of any covering letter or other statement of the express components of the particular survey in question):

1. Our inspection will be visual and will extend to all safely accessible uncovered parts of the property, together with randomly selected sample parts of ceiling and other voids that can be readily accessed without the need for specialist tools and without the risk of damage to the property. We will inspect a representative sample of the building fabric and structure to form an overall opinion of the building's condition and construction. We will not inspect parts of the building or its services which are concealed or otherwise inaccessible and are therefore unable to state that such parts are free from rot, beetle, bacterial contamination such as pseudomonas, corrosion or other defects.
2. We will not comment on minor defects and wear and tear which do not have a bearing on the condition on the proposed interest being acquired.
3. Flat roof areas will be accessed where safe access permits or otherwise by use of a hydraulic hoist (by agreement) or a visual assessment will be made from adjacent vantage points. We will notify you of any inaccessible flat roof areas. Pitched roofs will be inspected from street level using binoculars or adjacent windows or doors, unless stated to the contrary and accessible roof voids.
4. Where the property is occupied, access to some areas may be restricted or denied. If our inspections are limited such that they may not be representative, we will advise you.
5. We will comment on the presence or likely presence of any deleterious or hazardous materials, including asbestos, based on documentation provided as part of the inspection and the age and form of construction. Unless stated to the contrary, our inspection does not include testing of materials or opening up of the building fabric. Such materials may be included in the property's construction but outside of our knowledge.
6. Unless confirmed otherwise we will not commission specialist inspections of mechanical, electrical, vertical transportation and public health building services and are therefore unable to report on their condition and adequacy. Our own inspection of the installed building services will only be of a cursory nature, simply to observe their normal operation in everyday use. If our cursory inspection alerts us to the likelihood that the services are in poor order, we will bring this to your attention. However, where we are instructed to appoint consulting services engineers, they will carry out an inspection of the services. Consulting services engineers will generally not test the building services or undertake a detailed check of plant capacities/efficiencies but rather assess their condition from a visual inspection and by reference to test certificates/documentation that may be provided.
7. Unless requested we will not commission specialist investigations into potential contamination of the site or neighbouring land, or ground bearing conditions. In this respect, you are advised to make your own arrangements, however, should you require guidance, we will be pleased to help you obtain this from relevant professionals.

Photographic Schedule of Condition

Sunlight House, Manchester



8. Commentary on the presence of Japanese knotweed or other invasive species will be based on our visual observations, but we will not be able to rule out their presence.

9. Specialist inspections would be required to identify evidence of infestation by Japanese knotweed, ground alder and similar weeds and will be outside the scope of our inspection and report.

10. Where we comment regarding disabled access, our comments are not to be construed as an Audit under the requirements of the Equality Act 2010. Where we comment regarding fire risk, our comments are not to be construed as a Fire Risk Assessment under the requirements of the Regulatory Reform (Fire Safety) Order 2005 or BS9999. Whilst we will not carry out an Audit in relation to the Equality Act 2010, nor undertake a Fire Risk Assessment of the property, we would be pleased however to advise you of a suitable specialist consultant who could undertake such additional services on your behalf which would be the subject of a separate appointment.

11. Except to the extent noted, we have not made enquiries relating to statutory consents. We may comment on significant and notable shortcomings with regards to Building Regulations and Town Planning consent, although we will not inspect the property for full compliance.

12. As we have not made formal enquiries of any third party, you must rely on your Solicitor's pre-contract enquiries.

13. In the case of properties forming part of a larger property subject to a Service Charge, the scope of our inspections to other areas will be confirmed in the covering letter.

14. We will not verify the design criteria or the building although may make reference to construction documentation referencing this.

15. Where costing advice is offered, this will be on the basis of budget figures for general guidance only. The client is advised to take up competitive builder's estimates prior to entering into a contract to purchase however. We will not prepare an exhaustive list of minor defects thought not to have a material influence on the proposed interest being acquired.

16. Where consultants or contractors are appointed "on behalf" of the client we take in their appointment, but are unable to take any responsibility for omissions or errors in their work or report. The contractual relationship lies directly between these parties and the client.

17. Unless stated to the contrary, your solicitors should advise on legal matters including title, boundaries, rights of way, easements, leases and planning, etc. We may as part of our inspection highlight concerns for further investigation and comment by your solicitors.

18. Unless stated in our Letter of Appointment, a Reinstatement Cost Assessment for insurance purposes will not form part of our report and would be subject to separate instructions and additional fees.

19. Disbursements and third party costs will be as confirmed in our covering letter.

Photographic Schedule of Condition

Sunlight House, Manchester



20. In accordance with the Contracts (Rights of Third Parties) Act 1999 the benefit of our inspection and report are for the addressee's use only and no responsibility will be accepted to any third party. Neither the whole nor any part of the report may be published or quoted in any way without our prior written approval.

Paul Crowe
Associate Director

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