

O'Connells Eatspace Operations Manual



**O'Connells Pavilion Limited reserves the right to amend this document
without notice.**

**The contents within this manual should be read in conjunction with the
O'Connells Tenancy Manual document and your Lease.**

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PREAMBLE

Eatspace (The Food Hall) has been developed by the Landlord to provide a vibrant, high quality dining experience at the Building. As a Food Hall tenant, you are required to adhere to the terms and covenants in this schedule.

The terms and covenants contained in this Schedule are in addition to and not in substitution for the other terms and covenants contained in the Lease and in the case of any conflict with the Second Schedule of the Lease, the relevant provisions of the Second Schedule of the Lease shall prevail.

DEFINITIONS

Food Hall Expenses (FOPEX) means the total of all costs which the Landlord determines are applicable to the Food Hall tenancies and/or the Food Hall and which the Landlord elects not to be included within Operating Expenses (but excluding any costs specifically chargeable against any other particular tenant).

Food Hall Hours means:

Day	Open	Close
Monday – Saturday	10am	9pm
Sunday and Public Holidays	10am	9pm

or such other periods as the Landlord may designate as the Food Hall Hours from time to time.

Food Hall Identification means the logo, signage or any other identification (if any) which the Landlord from time to time select for use in the Food Hall Tenancies and the Food Hall on uniforms and Food Hall Products.

Food Hall Operations Manual means the manual prepared by the Landlord (and as updated from time to time by the Landlord) dealing with the ongoing management and operation of the Food Hall Tenancies and the Food Hall.

Food Hall Products means the dinnerware and utensils including cutlery and crockery, containers, trays, serviettes and accessories (which in all instances must be approved by the landlord) used both by the Tenant and by other Food Hall Tenancies.

Food Hall Tenancies means the Premises of those tenants (including the Tenant) which the Landlord from time to time determine comprise the Food Hall.

TENANCY CONCEPT

The Tenant shall obtain the prior written approval of the Landlord of the design, concept, materials, colours in respect of (without limitation):

- Branding;
- Signage
- Ticketing (if any)
- Uniforms
- Packaging;
- Display-ware; and
- Visual Merchandising.

Agreed Menu

The Tenant will only sell foods and beverages from a menu approved by the Landlord. Any changes to the agreed menu shall be approved by the Landlord. The Tenant shall ensure that the style of menu is commensurate with a vibrant

high quality Food Hall, be professionally prepared and free from handwritten alterations.

The Tenant shall display the menu in a design and format which is first approved by the Landlord.

MAINTAIN STANDARDS

At all times the Tenant shall maintain and observe the highest standards of professionalism in food preparation, presentation, sale and customer relations. In particular, the Tenant shall:

- (a) supply all food service products and equipment necessary for the Permitted Use of the Premises; and ensure that these are of a high standard and kept in good repair;
- (b) ensure the items on the agreed menu are fresh and not recycled;
- (c) ensure that its staff wear neat and clean uniforms;
- (d) ensure that all uniforms are laundered daily and kept in good repair;
- (e) ensure that all staff are capable and courteous at all times;
- (f) display the agreed menu of a high standard of presentation following such style as to script and general layout as agreed by the parties;
- (g) ensure that the Premises are kept illuminated in a manner and a quality which is consistent with that of the adjacent premises;
- (h) ensure that no deliveries are made to the Premises, except where deliveries are made outside the trading hours;
- (i) appoint a food safety supervisor certified by an approved training organisation when processing or selling food that is ready-to-eat, potentially hazardous or not sold and served in the supplier's original packaging;
- (j) ensure that the most appropriate food service utensils and appliances for the storage, preparation and service of food are available and in use;
- (k) if used, ensure that the most appropriate food service crockery (which must be kept in good quality condition and of a suitable quantity to meet customer demand) is available and in use;

- (l) ensure that the most appropriate disposable food service plates, knives, forks, cups etc (which must be kept in suitable quantity to meet consumer demand) is available and in use;
- (m) maintain high standards of hygiene in the storage, preparation and service of food;
- (n) keep the Premises spotlessly clean and attractively presented;
- (o) ensure that food offered for the sale from the Premises is prepared, presented and served in accordance with the best practice methods utilised in the food retailing industry;
- (p) utilise a selection of digital probes and/or guns for the purpose of recording accurate temperatures (digital displays on fridges and appliances are not considered to be an accurate reading of temperature);
- (q) ensure that staff understand food safety, workplace health and safety and operational procedures and can effectively communicate with customers; and
- (r) use the digital food safety system as stipulated by the landlord (this is anticipated to be "Chomp").

If the Tenant breaches these standards, the Landlord may serve written notice on the Tenant requiring the Tenant to immediately comply with the provisions of this clause 4.

FOOD HALL OPERATING EXPENSES (FOPEX)

- (a) The Tenant's share of Food Hall Expenses will be that proportion allocated by the Landlord from time to time. The Tenant must pay to the Landlord the Tenant's share of Food Hall Expenses from the Commencement Date at the same time and manner as, and in addition to, the Tenant's share of Operating Expenses.
- (b) The Landlord may alter the methodology of allocation of Food Hall Expenses from time to time.
- (c) The Landlord may purchase all trays for use in the Food Hall Tenancies and the Food Hall. The cost of such trays may or may not form part of the Food Hall Expenses and if it does not then the tenant will pay to the

Landlord upon demand a reasonable share of the cost of the trays as allocated by the Landlord.

CLEANLINESS

The Tenant must ensure that the Premises, the walls and surrounds in the general area of the front of the Premises and the walls, surrounds and floor in the general area of the rear entrance of the Premises do not smell, attract flies or other insects, become dirty, stained or littered with boxes, cartons and the like or constitute a fire hazard resulting from the use of the Premises for the preparation and retailing of food. In the event of any breach of this provision the Landlord has the right to arrange, at the Tenant's cost, for such cleaning and making good as the Landlord consider necessary.

COMPLIANCE WITH HEALTH REQUIREMENTS AND FOOD SAFETY PLAN

The Tenant shall comply with the requirements of any authorities (including health authorities) relating to the use of the Premises for the storage, preparation and retailing of food and beverages and shall ensure that any licences that are required in order to operate the Premises for the Permitted Use are obtained and keep current at all times during the Term. The Tenant shall immediately bring to the attention of the Landlord any requirements, notices or orders from any health authority, the Queenstown Lakes District Council (QLDC), or other regulatory body which may come to the attention of or be served on the Tenant (whether or not the Tenant is obliged to comply with same) and a copy of the certificate of completion of any works instructed by the relevant body must be made available to the Landlord.

The Tenant must comply with all reasonable requirements of the Landlord in relation to all regulations pertaining to food safety and a licenced food business.

The Tenant shall implement a food safety plan as stipulated by the landlord and approved by the local Council and the Tenant shall implement and maintain such food safety plan. The food safety plan must be digitally accessible or be kept on the Premises at all times. Appropriate records and checklists must be implemented

and adequately maintained to provide evidence of compliance with the requirements of the food safety plan. The Tenant shall ensure that all staff understand and implement the food safety plan.

COMPOSTABLE DISPOSABLES SERVICE PRODUCTS

The Tenant must use compostable disposables and packaging when preparing food and beverage orders, unless prior approval is obtained from the Landlord in writing. The Landlord reserves the right to convert to recycle product as and when this service is commercially available in Queenstown.

EXTRACTION FANS / HOODS

The Landlord has installed extraction (exhaust) hoods to a specification approved by the Landlord.

The Tenant will operate and maintain and keep in good repair to the Landlord's satisfaction in all respects extraction fans, extraction hoods, exhaust hood or associated equipment adequate to prevent any odours, smells or the like resulting from the tenant's use of the premises from becoming noticeable by people outside the premises or troublesome to other tenants in the building. In the event the tenant breaches this clause the Landlord may, at the Tenant's expense, take such action as the Landlord deems necessary to remedy such breach.

MUSIC / NOISE

Tenants are not permitted to play music within their tenancy, or to do anything that interferes with the common music feed to the Food Hall.

CLEANING AND RUBBISH

The Tenant shall:

- (a) be required to have adequate waste storage within the Premises during peak trading periods;

- (b) transport any waste oil (by a suitable quality company) outside of the usual trading hours for the Food Hall. No waste oil is to be stored on site;
- (c) carry out minor maintenance cleaning only during usual trading hours of the Food Hall; detailed or heavy cleaning to be carried outside of the usual trading hours for the Food Hall;
- (d) clean and maintain all equipment and surfaces and ensure that there are no offensive odours or smells;
- (e) keep the waste disposal areas and equipment located in the Common Areas in good condition, neat and clean at all times;
- (f) dispose of all chemical waste in accordance with all relevant statutes, regulations and by-laws. No chemical waste is to be stored on site;
- (g) transport waste from the Premises to the waste disposal areas in the Common Areas only during the times nominated by the Landlord from time to time,

and shall otherwise comply with all other provisions and rules relating to cleaning and rubbish contained within this Lease.

The Tenant shall obtain the Landlord's prior written approval to dispose of large or special items, including (without limitation), equipment, furniture and hazardous materials and shall follow the Landlord's or the building manager's instructions at all times. Approval may be withheld.

SEATING

If required by this Lease, the Tenant shall be required to install furniture which complies with the style and specification contained in the Fitout Manual (a copy of which will be provided to the Tenant on request).

The Tenant shall keep the any seating areas clean and free of rubbish at all times.

SECURITY

Without derogating from the more general provisions of this Lease, the Tenant will co-operate with and observe the Landlord's directions in respect of the

special security needs of the Property when the Premises are operating outside of the Property trading hours.

AFTER HOURS OPERATION

Where the Tenant trades from the Premises outside of the specified Food Hall Hours (which the Tenant may do only with the express written consent of the Landlord) then the Tenant will pay upon demand, all reasonable expenses incurred as a result of that after hours trading (including air conditioning, cleaning, security and electricity). If more than one of the Food Hall Tenancies is open for trade during those hours the Landlord will apportion the costs between such tenants on a reasonable basis.

FOOD HALL WASH DOWN FACILITY

- (a) The Landlord has provided a wash down facility for the sole use of the Food Hall tenants, and access is restricted to staff only.
- (b) Equipment can only be used after appropriate training has been provided by the Landlord.
- (c) Appropriate care must be taken when using all equipment. Any wilful or neglectful (with intended or not) damage to the equipment will be on-charged directly to the Tenant.
- (d) The Landlord must be alerted to any breakdowns of equipment as soon as possible.

FOOD HALL STAFF CHANGING FACILITY

- (a) A staff changing facility is provided for Food Hall staff only and is restricted to Food Hall staff only.
- (b) The Landlord will take no responsibility for any loss or damage caused as a result of leaving items in the lockers, and items should not be left unsecured or unattended (on bench or floor for example).
- (c) No food or drink to be consumed in the staff changing facility.
- (d) Lockers are available for the use during a shift only. Staff need to empty the locker at the end of their shift. The Landlord reserves right to remove

locks left on the lockers at the end of the working day. Items recovered will be moved to lost property.

FOOD & BEVERAGE STORAGE FACILITIES

- (a) The Landlord provides storage facilities for food and beverage items relating to the operation of Food Hall tenancies. No food, beverage or equipment is to be stored on site that does not directly relate to the operation of the Food Hall tenancy.
- (b) Perishable goods must be used or disposed of in line with best before dates.
- (c) Tenants are responsible for their storage security.
- (d) The Landlord will not accept any liability for any damage or lost property for anything stored in the lockers. Tenants are encouraged to have insurance.
- (e) Tenants are to ensure that no 'dangerous goods' (goods that present immediate risk of harm to anyone exposed) are stored within the Property and are required to ensure 'hazardous substances' (goods that have potential to harm people if exposed) are managed appropriately.

INCENTIVE OR DISCOUNT ARRANGEMENTS BETWEEN TENANTS

The Tenant shall not, without the consent of the Landlord (in its sole discretion), enter into any discount or incentive arrangements with any other tenants in the Property with a view to jointly promoting the products being offered from those tenancies.

WASTE & RECYCLING

Refer the "O'Connells Tenancy Manual" document.