

Tenant Manual





SECTION 1: INTRODUCTION

Welcome to the Dubai International Financial Centre. The Dubai International Financial Centre includes but is not limited to the Gate District, the Gate Village, and the Gate Avenue (collectively referred to as the “**DIFC**”). The information contained within this Tenant Manual (the “**Manual**”) provides you, the tenant (the “**Tenant**”), with information on how the building in which the premises demised by your lease (“**Leased Premises**”) and the DIFC is managed by DIFC Investments Ltd. (“**Landlord**”). Furthermore, this Manual contains various obligations for the use and occupation of the Leased Premises at the DIFC. Any breaches of these obligations are to be considered a breach of your lease (“**Lease**”) of the Leased Premises. Terms capitalized within this Manual are given the meaning attributed to such terms in the Lease unless otherwise defined herein.

SECTION 2: DIFC AND MALL MANAGEMENT TEAMS

We strive to ensure that your requests are processed as quickly as possible. Our contact details can be found in Appendix 1, please do not hesitate to contact us for any assistance you may require.

SECTION 3: GENERAL INFORMATION FOR TENANTS PRIOR TO AND DURING TAKING OCCUPATION SPACE OF THEIR LEASED PREMISES IN THE DIFC (INCLUDING DIFC, WHERE APPLICABLE)

3.1 TENANT CONTACTS

To ensure that our management team (the “**Mall Management**”) is able to provide consistent service to our Tenants, the Landlord shall utilize the Tenant contact name, number and other details provided by the Tenant in its Lease, the tenant contact details form, unless advised otherwise.

After Hours Emergency Contacts – Tenants are responsible for providing the Landlord with after-hours emergency contact information in the event that these are different than those provided in their Lease.

3.2 SMART ACCESS CARDS (“Smart Card”)

Some of the common area doors in the Gate District and the Gate Village are controlled by a programmable computer access system. All Tenants and Tenant’s staff, at the request of the Tenant will be issued with a Smart Card to the building in which the Leased Premises are located and to the Leased Premises themselves (if applicable).

All Smart Cards can be obtained by completing a request form and submitting it to our Government Services Department at their office located in the Marble Walk of Gate District or by email to the email address provided in Appendix 1 of this Manual.

All individuals whose place of work is the Gate District, or the Gate Village shall be required to carry a Smart Card issued by the DIFC authority (the “**DIFC Authority**”) and display such card at all times when moving around the Gate District or the Gate Village.

Certain categories of visitors to the Gate District and the Gate Village shall also be required to carry a Smart Card.

The Smart Card is an identity card within the Gate District and the Gate Village which serves as a security measure and provides access to areas permitted by the Smart Card which will be decided by the DIFC Authority. It is important for all Smart Card holders to ensure that they do not tailgate others or leave secure doors open as this will be detrimental to the security of the Gate District and the Gate Village and may be punishable by a fine.

A reasonable cost determined by the DIFC Authority from time to time will be charged for each Smart Card. This cost shall be payable by the end-user in advance for the full validity period of the Smart Card.

The DIFC Authority reserves the right to withdraw any issued Smart Card and replace it at a reasonable additional cost payable by the end-user only when necessary to implement new security systems or reasonably up-grade the mandatory services associated with the Smart Card.

The DIFC Authority reserves the right to reasonably amend the cost of a Smart Card at such times as is necessary to implement new security or technologies associated with the Smart Cards.

The Smart Card and all the rights attached thereto shall at all times remain the property of the DIFC Authority.

All visitors to the Gate District and the Gate Village will receive a visitors Smart Card upon submission of a valid ID to the appropriate reception of the building being visited. It is the responsibility of Tenant’s to inform their guests that in order to be permitted to visit their offices, a valid identification will need to be obtained in this manner. If Tenants require to be called by reception before issuing a Smart Card to a visitor they may request the same from reception. Please note that visitors will only be granted access from 8am-6pm Monday to Friday.

Temporary Smart Cards may be issued for temporary staff subject to the approval of DIFC Security.

A lost or stolen Smart Card is to be notified to DIFC Security as soon as possible at the email address shown in Appendix 1.

Employees must be able to produce their Smart Cards at the request of identified DIFC Security personnel.

Tenants must ensure that their employees are aware that their Smart Card is for their personal use and must not be used by other staff members. Any such request should be reported directly to DIFC Security. Smart Cards are to be immediately returned to the

Government Services Department in the following situations:

- Upon termination of employment
- If requested by authorized security personnel

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Tenants need to make employees aware that if they forget their Smart Card they are to report to the reception of the building and a temporary visitor's access card will be provided to the employee for that day which needs to be returned on departure.

Lost or stolen Smart Cards must be reported immediately to the reception of the building during office hours or the Security Office ("**Control Room**") after 6pm.

Any questions related to the use of the Smart Card should be directed to the DIFC Security. Misuse of any Smart Card will result in confiscation. Any charge for a replacement card will be at the discretion of the Landlord as to the rates applicable for such a replacement at any given time.

Note: Tenants of Gate Avenue, please refer to sections 10.3, 10.4, and 10.5 for access information.

3.3 INSURANCE REQUIREMENTS

All Tenants in the DIFC are required to provide annual proof of valid insurance policies, in accordance with the provisions of their Lease. Tenants shall send a copy of such policies to Mall Management to the email address provided in Appendix 1 of this Manual and any updated or renewed policies of the same during the term of the Leases, without delay or objection.

3.4 FIT-OUT PROCESS

All works and improvements to the Leased Premises must comply with the rules and regulations of the fit-out manual as referred to in the Lease (the "**Fit-Out Manual**"). The Fit-Out Manual is intended to provide relevant information to assist Tenants in preparing and submitting proposals for the fit-out and reinstatement of their Leased Premises. Copies of the Fit-Out Manual are available to all Tenants of the DIFC on the DIFC Client Portal or on request by emailing the Landlord on the address shown in Appendix 1. The full range of fit out services can be accessed via the DIFC Client Portal once Tenants are registered on the same.

3.5 DELIVERIES MOVING IN/OUT HOURS

Tenant deliveries move in / move out hours in the DIFC are between 10:00pm and 6:00am, Monday to Sunday and during public holidays. Arrangements must be made with respective logistics team (the "**Logistics Team**") for loading bays service lift usage. Please send your request in writing to the Logistics Team to the email address shown in Appendix 1. Service Lift reservations are on a "first come" basis and must be made at least 24 hours in advance. Requests of less than 24 hours' notice may result in delay of service.

3.6 TRUCK LOADING DOCKS

Truck loading bays in the Gate District are available on the ground floor and in the Gate Village at B5 level of the buildings.

To arrange a delivery to the Gate District or the Gate Village, Tenants should send their request to the Logistics Team to the email address provided in Appendix 1 of this Manual. All deliveries and removals must be scheduled 24 hours in advance except in the case of an emergency. All requests for extended loading dock parking time or service elevator delivery exceeding two (2) loads, should be specified within the request.

The loading bays can only be used for the delivery and collection of goods/materials. Vehicles will not be permitted to unload at the main entrances or on the pavements surrounding any building.

Note: Tenants of Gate Avenue, please refer to section 11.

3.7 ENTRY/EXIT PERMITS

As a measure of safeguarding all property belonging to Tenants in the DIFC, Tenants must obtain an Entry NOC or Exit NOC, as applicable, from the Landlord prior to bringing onto or removing from the Leased Premises, large volumes of furniture and equipment. Based on the NOC, the Tenant must submit its request for a permit of move in/move out of the Leased premises to Mall Management to the email address provided in Appendix 1 of this Manual at least five (5) working days prior to the anticipated move in or departure time/date. The NOC must be endorsed by the Tenant and validated by the respective Security Team (either for Gate District, Gate Village or Gate Avenue) to avoid any confrontation or confusion at the Landlord's security post.

3.8 DELIVERIES AND OPERATION OF SERVICE ELEVATORS

Normal service lift Business Hours in the Gate District and the Gate Village is from 8am to 7pm and for Gate Avenue it is from 10pm to 7am. After these times the service lifts can be used, subject to availability and at least 24 hours/one business day advance application. Please make your requests to respective Logistics Team (either for Gate District, Gate Village or Gate Avenue). For emergency requirements and out of office hours requests please contact the respective DIFC Security on the DIFC Security Manager's mobile number or visit the Security Office. Registration is essential by all service lift users.

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Service elevators are for access to the loading dock, deliveries, and courier services. The service elevators are not for personal use by Tenants or visitors to DIFC. All Tenants and visitors should use the regular passenger elevators at all times.

Please note that the Tenants are to ensure that any construction personnel with tools, deliveries via trolley or flat carts, couriers and client or vendor mail carts use only the service elevators for deliveries.

Contractors requesting services on behalf of a Tenant will be referred to the approved Tenant representative. All and any access requests by employees, visitors, vendors etc. must be made via the Tenant's representative or someone authorised by the Tenant representative.

To ensure processing time, all after-hours access requests must be received no later than 3pm Saturday through Friday and preferably one business day in advance. After-hours requests that are not on file with the respective Security Team by 3pm may result in a delay and/or access re-scheduled. Illegible, incomplete, or unauthorized requests will be returned to the Tenant representative before processing. **Note: Tenants of Gate Avenue, please refer to section 9.2 for additional requirements.** Tenants must ensure that the following rules are complied with during all deliveries:

- Safety shoes are mandatory
- Work permit to be available with a supervisor
- Disposal of all waste materials in allocated areas
- Proper protection is provided to all the Landlord finishes
- All and any other requirements referred to in the work permit

By signing the permit, the Tenant acknowledges that any injury or incident resulting from a violation of the same will be the responsibility of the Tenant whether or not it is caused by the supplier providing the services.

3.9 REMOVAL OF PACKING MATERIAL AND BOXES

All Tenants are responsible for the removal of packing materials and boxes. At no time can packing materials or boxes be stored in public corridors or outside the Leased Premises. In addition, Tenants are responsible for ensuring that goods are collected and delivered to their Leased Premises.

3.10 SIGNAGE

Upon the request of the Tenant the Landlord shall create and install for the Tenant a sign in the lobby of the building (at tenant's cost) in which the Tenant will be taking up occupation, and where applicable, on office doors as and when necessary, with the Tenant's name as registered at the Registrar of Companies as per DIFC guidelines and standards in place at the time.

In the event of a change of name of the Tenant or any other additional signage request, the Tenant can contact their Relationship Manager by emailing the address shown in Appendix 1. The Tenant shall bear the cost of any additional signage approved by the Landlord.

3.11 SHOPFRONTS FOR RETAIL PREMISES

Signage at the shopfront of the Retail Premises (the "**Retail Premises**") shall only mention the Tenant's trading name as specified in the Lease agreed by the Tenant and Landlord in the executed Lease Agreement and in accordance to the Trading Name mentioned in their Tenant's commercial license (the "Trading Name").

Any changes to the Trading Name shall first be proposed to Mall Management and will be subject to the Leasing Committee and Mall Management approval. Following this approval, the Tenant may then approach the DIFC Registrar of Companies to change the Trading Name in the Tenant's Commercial License.

All signage of the Tenant must follow the Landlord's Design and Material Guidelines as per the Fit-out Manual.

Tenants shall ensure to maintain the Premises' shopfront appearance in a well and presentable manner to reflect the DIFC look and feel, as well as the high standard and quality of the Tenants' brand and image, as well as the building where the Retail Premises are located.

Shopfront window display shall periodically and upon request from the Landlord, be updated with seasonal merchandise and themes to keep the front look of the Retail Premises appealing to the visitors. All changes are subject to prior approval from Mall Management and the relevant team.

3.12 PRAYER ROOMS

Tenants, their employees, and visitors shall have access to prayer rooms located in the common areas of the Gate District and the

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Gate Village as follows:

- Gate District – Marble Walk, next to ATM machines area (male prayer room)
- Gate District – Marble Walk, close to the visitor parking entrance/exit (female prayer room)
- Gate District 02: Level 1 (male and female prayer room)
- Gate Village 10: Podium Level (male and female prayer room).

Tenants, their employees, and visitors of Gate Avenue shall have access to the DIFC Grand Mosque located in the Zone D, Level 2 of Gate Avenue.

3.13 MARKETING AND CORPORATE COMMUNICATIONS

The DIFC Marketing and Corporate Communications Team oversees the marketing and communication strategy of the DIFC, organizes the community and corporate events, and manages the media relations regionally and internationally as well as the DIFC and all the retail brands. Tenants are requested to ensure that the contact details of their representatives are up to date on the DIFC Client Portal.

Please refer to the Mall Management contact details in Appendix 1 for communication requirements.

3.14 Sale promotions / Sale offer / Merchandise clearance permit

All Tenants of Retail Premises are required to submit their request to conduct sale promotions, sale offers or merchandise clearance in writing to Mall Management to the email address provided in Appendix 1. The request for such permit shall include submission of details of such promotion or offer with duration, rendering of any posters or signages related to such promotion/ offers, and any other relevant details to support the Tenant's request.

Once the request is reviewed and confirmed to be pre-approved by Mall Management, the Tenant shall be advised to proceed with the payment of the applicable fee for processing the permit as per the details below in order to receive the final approval from Mall Management. Should the request submitted by the Tenant be incomplete or rejected, Tenant will be informed of the same by Mall Management. The Tenant would be required to re-submit his request in case the Tenant's application is incomplete.

Sale Promotions / Sale Offer Permit Fees:

- Permit for 30 days AED 2,000/-
- Weekly Permit AED 500/-

Terms and Conditions of the Permit:

- Maximum period of continuous two (2) months for sale promotions / special offers
- Minimum one (1) month gap to be kept between sale promotions / special offer periods

Merchandise Clearance Permit Fees:

- Clearance Permit 30 Days AED 2,000/-

Terms and Conditions of the Permit:

- Non-extendable
- Can be conducted once in a year

SECTION 4: BUILDING OPERATIONS AND SERVICES

4.1 FACILITIES MANAGEMENT CONTACT CENTRE

Tenants can report any issues concerning the common area facilities/services in DIFC to our Contact Centre details of which are contained in Appendix 1. The Contact Centre will pass on the request to the appropriate department for resolution.

The Contact Centre team are operational 24 hours a day, 7 days a week.

4.2 JANITORIAL SERVICES

Public Areas: All common areas such as lobbies, restrooms, corridors, staircases, and common usage rest rooms will be cleaned periodically throughout the day by the Landlord's service providers.

Leased Premises: Tenants are responsible for cleaning within their Leased Premises including the Retail Premises' shopfront façade and signages.

4.3 VENTILATION AND AIR CONDITIONING

Hours of Operation: 24 hours, 7 days a week.

Tenants are to connect to air conditioning systems in the Leased Premises in accordance with their Lease and the Fit-Out Manual.

4.4 MAINTENANCE PROGRAMME

All Tenants are required to have in place an annual maintenance contract for the MEP, HVAC, and firefighting and fire alarm systems at their Leased Premises with either the Landlord's certified service provider or any other reputable service provider. Fire and life safety systems shall be maintained by a company certified by the Dubai Civil Defence Authority only. Following is the list of documents (not limited to) that shall be maintained during the duration of the Lease and a copy of these shall be made available on file within the Leased Premises for verification during the inspections by HSE and/or other representatives of the Landlord:

Annual Maintenance Contracts - Retailers (Non-F&B):

1. MEP Maintenance
2. Fire Alarm & Fire Fighting
3. Pest Control (if applicable)
4. Cleaning Services
5. DCD 24/7 Monitoring Subscription

Annual Maintenance Contracts - Retailers (F&B)

1. MEP Maintenance
2. LPG System (if applicable)
3. Fire Alarm & Fire Fighting System
4. Pest Control
5. Cleaning Services
6. Kitchen Equipment Maintenance
7. Kitchen Ventilation System Maintenance (if applicable)
8. Grease Trap Cleaning
9. DCD 24/7 Monitoring Subscription

Food Code Certificates

1. Person In charge Certificate (PIC)
2. Basic Food Hygiene Training Certificate for Food Handlers
3. Food Safety Certificate

4.5 RETAIL UNIT INSPECTION

The Landlord's service providers shall carry out inspections of all the Retail Premises on a quarterly basis, in DIFC, on prior reasonable notice to the Tenants and at a reasonable time to inspect the Retail Premises for any reason that relates to repair, maintenance, upkeep, and operations of the Retail Premises and to determine the condition of the Retail Premises or whether the Tenant is complying with the Lease or for any other requirement under the Lease, this Manual and the Fit-Out Manual. .

Notwithstanding the foregoing, the Landlord may (at its absolute discretion and cost) require that such service providers conduct spot inspections on the Retail Premises and any critical systems within the Retail Premises, without giving prior reasonable notice to the Tenants or enter at a reasonable time in the case emergencies.

If the Retail Premises and any of the critical systems are found to be damaged, defective or malfunctioning in any way whatsoever, then the Tenant shall remedy and repair the said damage, defect, or malfunction within the remedy period specified in the Landlord's notice pursuant to the terms of the Lease or any other remedy period required by the Landlord and specified in the notice (based on severity of the damage, defect, or malfunction, as determined by the Landlord).

If the Tenant fails to comply with the terms of the Landlord's notice, then the Landlord shall, without prejudice to the Landlord's rights and remedies under the Lease and at the law, enter the Retail Premises and remedy the damage, defect, or malfunction specified in the Landlord's notice. The Tenant shall pay to the Landlord upon demand all costs and expenses incurred by the Landlord for remedying the said damage, defect, or malfunction, including the cost of the initial inspection and subsequent inspections, and any administrative fee of the Landlord resulting from the Landlord taking such action against the Tenant.

SECTION 5: PARKING INFORMATION

5.1 GENERAL

In accordance with the Lease between the Tenant and Landlord and subject to availability, a Tenant may be entitled for certain number of unreserved/reserved parking spaces within one of the car parks in Gate District, Gate Village and in Gate Avenue.

5.2 ADDITIONAL PARKING

Tenants can request for additional parking via monthly parking membership. For more information on the cost and availability Tenants may contact Zone Parking for Gate District & Gate Village parking, and Quick Parking for Gate Avenue parking.

on the details provided in Appendix 1. Tenants should complete payments and other formalities related to monthly parking membership directly with above mentioned services providers.

5.3 PARKING ACCESS CARDS

Parking access to the DIFC will be independent of smart cards

Parking access cards for Gate District and Gate Village will be issued by Zone Parking and for Gate Avenue by Quick Parking. These will only be issued to the Tenants and their staff working in the Leased Premises. and will only be issued to Tenants and staff working in Gate Avenue. Visitors to Gate Avenue can use temporary access card issued during the entry and exit from Gate Avenue. For more information on documents required to obtain the parking access card, please contact the related team by emailing the address shown in Appendix 1.

All parking access cards at the end of the lease term are to be returned to the Zone Parking office for de-activation. In the event of a lost card there will be a penalty payable.

5.4 VISITORS PARKING

Visitors to DIFC must enter the car park from the dedicated visitor entry points as per the car park entry and exit map, take a ticket from the dispenser machine at the entry point and park in an available space.

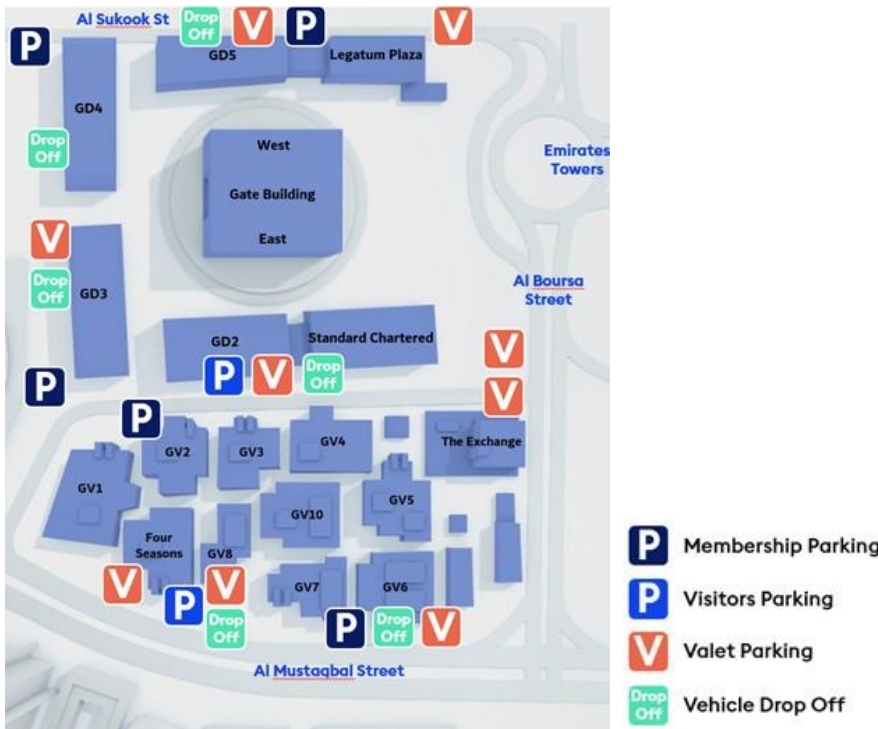
Before returning to the vehicle, visitors are required to validate their tickets and pay the parking fee at payment machines located in the lobby area of Gate District, Gate Village, and at the entrances of Gate Avenue towards the pedestrian access to the car park.

Overnight parking is strictly prohibited in Gate Avenue, and from 2:00 am to 6:00 am in Gate District. The local authorities will be notified if any vehicles are left overnight or between the times mentioned above.

5.5 CAR PARKING MAPS FOR DIFC

For Gate District and Gate Village:

- Maximum vehicles clearance is 2.2m (vehicles in excess of that height may not enter the underground carpark) for Gate District and Gate Village.
- Gate Avenue has surface visitor parking in Zone C and surface valet parking in Zone D.
- All delivery vehicles will be directed to the Building's designated loading docks in the building or truck tunnel (depending on requirements/restrictions).
- People of Determination parking is clearly marked and is available on Level B1, B2, and B3 of the Gate District and the Gate Village underground carpark.



For Gate Avenue:

- The valet parking is located adjacent to Al Mustaqbal Street, with drop-off area connecting to Zone A entrance
- The visitor parking is located adjacent to Al Sukook Road connecting to Gate Avenue, Zone C entrance.
- The valet parking is located adjacent to Al Mustaqbal Street, connecting to Gate Avenue, Zone B entrance.
- The visitor and valet parking together is located adjacent to Al Sukook Road, with drop-off area connecting to Gate Avenue, Zone D entrance.
- All delivery vehicles will be directed to the truck tunnel.
- Accessible People of Determination parking is clearly marked and is available in designated areas marked for People of Determination use on surface parking. Vehicles must be parked in the regular parking spaces.



SECTION 6: SECURITY PROCEDURES AT GATE DISTRICT & GATE VILLAGE

6.1 SECURITY PROTOCOLS

Tenants and their employees are required to keep their Smart Cards on their person at all times whilst in Gate District & Gate Village. If the Tenant is aware of anyone on the Leased Premises without a Smart Card, they are required to question their presence in the building or alternatively contact the DIFCA Security Manager.

Tenants are to ensure that all personal possessions belonging to your employees, especially wallets and handbags are kept at the Leased Premises in secure locations. The Landlord is not liable for any loss or damage of items at the Leased Premises, or the car parks caused by unauthorised access by third parties and Tenants are required to put in place all security measures that they see fit at their Leased Premises.

In addition, please note that Tenants are advised to ensure that their employees lock away all cabinets and drawers that contain confidential and sensitive information and the Landlord is not liable for any loss or theft of the same.



Tenants are asked to brief all employees and visitors that they are not to tailgate others or leave secure doors open, as this will be detrimental to the security arrangements of Gate District & Gate Village.

Please note that goods and packages will not be received at the reception desks in the buildings.

Note: Tenants of Gate Avenue, please refer to section 10.

6.2 BUILDING BUSINESS HOURS

The Business Hours for commercial Tenants are from 8am to 5pm Monday to Friday.

6.3 RETAIL BUSINESS HOURS

Tenants of Retail Premises in DIFC shall be expected to adhere to the Business Hours referred to as follows:

- **The mandatory minimum Business Hours for retail Tenants are from 10am to 10pm, seven (7) days a week with optional extended Business Hours until 12am during weekends, Fridays to Sundays, subject to prior Mall Management written approval.**
- F&B fine dining Premises starting service from lunch can operate from 12pm onwards daily until midnight 12am or longer in compliance with the relevant authority permits, subject to prior Mall Management written approval.
- Retailers that wish to operate before 10am and after 10pm may do so but shall first obtain prior written approval from Mall Management on the Retail Premises revised Business Hours. Business Hours in the DIFC are subject to change based on Mall Management decision and any such changes shall be notified to the Tenants and Tenants shall comply with the Business Hours (and any revisions thereof) without delay or objection.

During public holidays and the holy month of Ramadan, the above mentioned Business Hours for DIFC may change as required by law or the Landlord.

The respective DIFC Security (either for Gate District, Gate Village or Gate Avenue) is on site 24 hours a day, 7 days a week and 365 days per year. Please direct any security assistance requests to the respective DIFC Security during business hours and the respective Security Office outside of business hours.

Corporate offices will be closed on weekends and public holidays as announced by the Dubai government.

6.4 LOST AND FOUND PROPERTY

If you would like to report a lost item or collect an item from lost property, please contact the respective Security Office (either for Gate District, Gate Village, or Gate Avenue).

Any lost items found in the DIFC should be given to the respective DIFC Security for safe keeping.

- All found and reported items will be registered in the lost & found logbook and will be stored together with the item in the relevant Security Office and shall be kept for a period of one (1) month before being handed over to Dubai Police.
- Any lost item found in the Leased Premises or commons areas must be handed over to the relevant Security Office at close of business in case the owner returns after business hours.
- Found items will be handed over to rightful owner after confirming ownership by purchase receipt or detailed description.
- Lost items such as passports or other official documents will be handed over to Dubai Police within 24 hours of being found.

6.5 REPORT OF LOST CHILD

The incident must immediately be reported to the respective Security Office either at Gate District, Gate Village or Gate Avenue, with a full description of the lost child.

6.6 ABUSIVE, INTOXICATED, AND VIOLENT CUSTOMERS

- Tenants must report any incidents of abusive, intoxicated, or violent customers to the Security personnel. Security personnel shall involve the Dubai Police, if necessary. We request that such incidents be handled by the Tenants discretely and that physical force should always be avoided.
- Any employees of the Tenants involved in such incidents will be required to give a statement to the Security personnel and/or the Dubai Police.

6.7 CENTRE SECURITY

The respective DIFC Security patrols both external and internal common building areas of the DIFC. In the event of any concerns or queries regarding security the Tenants should contact the DIFC Security.

6.8 CCTV SYSTEM

DIFC are equipped with a CCTV surveillance system, with general observation and identification cameras located in the car park areas, external main entrances, and internal public areas. The images are monitored for the purpose of crime prevention, protection, and public safety.

6.9 SHOPLIFTING

Shoplifting is a criminal offense, and anyone caught shoplifting will be penalized according to the law. Any Tenant employees witnessing or catching anyone shoplifting, please report to the nearest Gate District, Gate Village or Gate Avenue Security Office. Appropriate action will be taken as per the law.

SECTION 7: EMERGENCY EVACUATION

During certain emergency conditions, it may be necessary for the Landlord to evacuate the Leased Premises. Tenants may refer to the Emergency Evacuation Route Guide and Emergency Management Plan which can be found at the Landlord's website in the link shown at Appendix 1 for details. The purpose is to highlight the emergency action plan for different areas within Gate District and Gate Village and to describe the actions Tenants should take in respect of their employees to ensure their safety if a fire or other emergency situation occurs. It is the Tenant's responsibility to ensure that the relevant parties within their organisation are aware and briefed of the Guides.

SECTION 8: FORMS AND SUPPLEMENTARY INFORMATION

8.1 FORMS

All forms and supplementary information relating to our building operational services at DIFC can be obtained from the Mall Management.

SECTION 9: SPECIFIC INFORMATION FOR TENANTS DELIVERIES TO THEIR PREMISES IN GATE AVENUE ONLY

9.1 DELIVERY PERMITS SPECIFIC FOR GATE AVENUE

To ensure timely processing time of requests for extended loading dock parking time, service elevator delivery (exceeding two (2) loads), and loading dock access of any kind, all such access requests must be received preferably one business day in advance. Requests that are not on file with Gate Avenue Security ("**Gate Avenue Security**") may result in a delay and/or access re-scheduled. Illegible, incomplete, or unauthorized requests will be returned to the Tenant's representative before processing.

Please note that Gate Avenue truck tunnel is operational 24 hours, 7 days a week.

By signing the permit, the Tenant acknowledges that any injury or incident resulting from a violation of the same will be the responsibility of the Tenant whether or not it is caused by the supplier providing the services.

9.2 DELIVERIES TO GATE AVENUE

- Deliveries during Business Hours in small scale can be carried out using the Gate Avenue trolley from nearby reception desk subject to Mall Management prior approval.
- Large size deliveries need advance booking of the truck tunnel. Tenants must submit their request in writing to Mall Management to the email address shown in Appendix 1.
- Upon confirmation from Mall Management and the Logistics Team, delivery can be made.
- At least one (1) working days' notice is required for any large deliveries.

SECTION 10: SECURITY PROCEDURES FOR GATE AVENUE

10.1 SECURITY PROTOCOLS

A detailed list of the Tenants' key holders names, addresses and telephone numbers shall be maintained in Gate Avenue Security control room. New Tenants must provide full key holder details before occupying the Leased Premises and subsequently notify Gate Avenue Security of any changes (temporary or permanent) to key holder contacts.

Tenants' employees arriving prior to or after the normal Business Hours shall only have access to the Leased Premises through designated access points determined by Mall Management and Gate Avenue Security

Cleaners and other service personnel shall enter and exit Gate Avenue outside of normal Business Hours by means of access designated by Mall Management/ Gate Avenue Security. It is up to Mall Management discretion to determine the hours during in which any part of the common areas of the Gate Avenue shall be closed/restricted for servicing, redecorating, repair, or any other purpose.

Tenants are responsible to arrange their own security within their premises. Tenants are requested to immediately report any security violations or unsafe working conditions or suspicious behaviour to Gate Avenue Security.

Tenants and their employees and suppliers must ensure that fire-escapes are kept clear and remain unblocked at all times.

Tenants are required to install sufficient number of CCTV control systems in their Leased Premises in accordance with the Tenant Fit-Out Manual. In the case of goods delivery from and to Gate Avenue, the date of entry and exit must be registered and signed in by DIFC truck tunnel security and a temporary pass for access to the Gate Avenue issued (Gate Avenue Pass). Gate Avenue Security has the right to stop and verify the delivery or removal of any data or goods from or to Gate Avenue, at any time and for any reason, whatsoever.

Tenants of Leased Premises trading in precious watches or jewelleries must ensure that they install an early warning system and a link to Dubai Police in their Leased Premises, which is a condition operating in Gate Avenue under such activity. All personnel in Gate Avenue must carry a valid emirates ID/ labour card issued by the relevant authorities or a DIFC Authority issued staff identity card at all times whilst in Gate Avenue. Gate Avenue Security has the right to stop any personnel, check such cards and verify the cards validity.

10.2 ACCIDENTS/INCIDENT REPORTING

Tenants must notify Gate Avenue Security immediately of:

- A failure/ interruption in services to their Leased Premises.
- Any damage or defect to Gate Avenue arising from any cause.
- Bodily injury to a person arising directly from the condition of any part of Gate Avenue, other than for which the Tenant is responsible.
- Any calls made to the Emergency Services asking for assistance to ensure that appropriate access and action can be arranged.

It is the Tenant's responsibility to report, liaise, and interact directly with the Dubai Police in the event of any criminal offences occurring in the Leased Premises, such as theft and public disturbance. The Tenant must inform Gate Avenue Security of any such action and Dubai Police involvement.

10.3 GATE AVENUE MALL ACCESS

- Tenants and their employees are asked not to tailgate others or leave secure doors open, as this will be detrimental to security arrangements.
- Special needs individuals may request assistance from Gate Avenue Security.
- The loading bay entrance at Gate Avenue has been designed to provide a dedicated point to receive deliveries and couriers.
- Tenants are asked to advise all suppliers to use the designated loading bay entrances for fast and smooth delivery.
- Goods and packages will not be received at Gate Avenue main information desk.

10.4 TENANTS ACCESS CARDS

Tenant employees' access cards will be issued after issuance of their DIFC visas by DIFC Government Services office. All tenants are required to ensure that their employees working within the Leased Premises in Gate Avenue are provided with staff ID cards issued by DIFC Authority Government Services office based on the applicable card type as per visa status.

Tenants shall send Mall Management their updated staff list and copies of their ID cards to the email address provided in Appendix 1 of this Manual, along with supplying timely updates of the same as and when there is a change in the staff deployed in the Retail Premises in Gate Avenue.

- To apply for a DIFC visa, please visit DIFC Government Services office located in the Gate District 4, Level B1 or send to the email address provided in Appendix 1 of this Manual Tenant employee access cards must be immediately returned to DIFC Government Services:
 - Upon termination of employment.
 - If requested by authorized security team.
- If a Tenant employee forgets his/her access card, said employee must report to Gate Avenue Security Office and upon submission of a valid ID, a temporary visitor's access card will be provided to the employee for that day. Temporary visitor access card must be returned to Gate Avenue Security Office at the end of the employee's duty. The cost of any lost card will be charged to the Tenant, on demand.

10.5 ACCESS TO GATE AVENUE BACK OF HOUSE

For Leased Premises that have back of house access, deliveries of goods can be carried out after the normal Business Hours of Gate Avenue, as access is not through public areas however with prior written approval from Mall Management. Deliveries that are eligible to be received through truck tunnel loading bays shall be routed accordingly.

Tenants must ensure that back of house areas in their Leased Premises are maintained and cleaned at all times and that no materials are left which may obstruct exits and create obstacles in case of emergency evacuation.

Mall Management requests that all Tenants having back of house access to place a sticker with their company name on the back door to their Leased Premises to make it easy for patrolling Gate Avenue Security personnel to identify the respective Tenant.

SECTION 11: LOGISTIC REQUIREMENTS FOR GATE AVENUE

11.1 TRUCK LOADING DOCKS

Truck loading bays in Gate Avenue are located beneath the Gate Avenue. The entrance to the truck tunnel is close to Central Park Towers.

To arrange a delivery for Gate Avenue, Tenants should send an email to the email address provided in Appendix 1 of this Manual. All incoming and outgoing deliveries must be scheduled at least 24 hours in advance except in case of an emergency.

The loading bays can only be used for the delivery and collection of goods/materials. Vehicles will not be permitted to unload at the main entrance or on the pavements surrounding any building.

11.2 GUIDELINES FOR THE TRUCK TUNNEL LOADING BAY OPERATION

The below steps/procedure need to be followed by all Tenants to obtain confirmation on their desired deliveries.

- Tenants must submit the duly filled RDS (Request for delivery schedule) form, along with below mentioned documents, to LBOT (Loading Bay Operation Team) via email 24 hours prior to the delivery.
 - Filled RDS form
 - Vehicle registration Copy (Front & Back side)
 - RTA document to verify vehicle registration & insurance expiry
 - Trade License copy (In case; supplier name is not mentioned in the vehicle registration)
 - Driver License copy (Front & Back Side)
- LBOT will verify the desired booking time against the respective Master Schedule Plan, if the slots are available, final booking will be confirmed and will be sent to Tenants for acknowledgement via email.
- In case of unavailability, LBOT will return the RDS form with recommended available time slots for rescheduling.
- Once a final booking is made, it is the Tenants responsibility to send the approved RDS form along with TRR (Terms, Rules & Regulation) to their supplier.



11.3 OPERATION HOURS FOR THE TRUCK TUNNEL BASED ON COMMODITY:

Operation Timing	Commodity Allowed
06:00 AM – 09:00 AM	Perishable and Non-perishable goods (Goods to be delivered using shopping bags/covered trolleys to maintain the look and feel of Gate Avenue).
10:00 AM – 10:00 PM	No deliveries are permissible during the Business Hours of the Gate Avenue.
10:00 PM – 06:00 AM	Furniture, waste collection, construction, fit-out, event materials and other hazardous commodities.

All deliveries need to be scheduled as per the timing provided in the above table. Gate Avenue peak hour is in the PM (evening) and the visitor activity is expected to be high during the evening times from 5 pm to 10 pm. Therefore, Tenants are restricted to deliver goods and materials to the Leased Premises during Gate Avenue operational timing. However, emergency deliveries to the Leased Premises is permissible, only by carrying such goods in the Tenant's shopping bags in a presentable and organized manner.

Note: For containers and trailers the delivery timings are from 5:00 PM to 5:00 AM with a height restriction of 4.2 meters.

SECTION 12: VIOLATIONS

12.1 NON COMPLIANCE

- Non-compliance with the Gate Avenue Business Hours, which also includes the holy month of Ramadan and other public holidays.
- Mall Management requirements, instructions, and notifications.
- HSE standards, requirements, instructions, and notifications.
- Fit-Out Manual and Event Manual.
- Retail Operations Guidelines (Refer to section 6.4)
- Non-compliance with work permits' requirements and conditions which also includes the holy month of Ramadan and other public holidays.

12.2 ADVERTISING, MARKETING AND EVENTS

The following activities cannot take place and are liable for fines without prior approvals from Mall Management:

- Distributing and Promoting products through travelling vendors and door-to-door sellers.
- Display products or provide services outside the leased premises without authorization.
- Non-compliance with the advertisement standards approved by DIFC.
- Organize and hold (a conference/exhibition/Event) without permission and necessary permits.
- Sell promotional campaign tickets without permission and necessary permits.
- Non-compliance with the locations specified for the promotional campaign events.
- Implement the promotional campaign differently from the permitted method.
- Conduct any sales, discounts, offers, promotional campaigns or giving prizes without authorization.

12.3 TRADE LICENSE

The below stated activities are liable for fines:

- Changing or adding a new activity without informing Mall Management prior to raising a request to the Registries of Companies.
- Exploitation of the establishment location to practice unpermitted activities.
- Practicing a business activity without an applicable license
- Leaving the Leased Premises abandoned or unstaffed without obtaining the Landlord's prior written consent.

12.4 COMMON AREA USAGE AND OPERATIONS

The below stated activities are liable for fines:

- Placing kiosks/counters/cabinets/similar items for commercial purposes without permission.
- Non-compliance with work permission requirements and Mall Business Hours, this also includes the holy month of Ramadan and other public holidays.
- Submitting false information to the Landlord.
- Usage of scooters and similar wheel operating items (skateboards, roller blades, skates, etc.) in the common area and other non-designated places.
- Smoking inside the Retail Unit, Mall common area and other non-designated places.
- Non-commitment to the undertaking submitted to the Landlord or any Landlord issued instructions, requirements, or regulations.

12.5 FINANCIAL STATEMENTS, INVOICES AND PAYMENTS

The Tenant shall be liable for fines if the Tenant fails to submit the below documents by the due date as stated below:

- Monthly sales report to be submitted without fail by 10th day of every month (calendar days).
- Yearly audited statements and account records to be submitted by no later than ninety (90) calendar days of a year-end date as per the Lease.

12.6 INSPECTION OF PROPERTY

- The Landlord or its nominated agent(s) may conduct inspections of the property within the DIFC Master Community from time-to-time to monitor compliance with Regulations and Applicable Laws. The Landlord will endeavour to minimize disturbance or disruption to the Owner or Occupier's quiet enjoyment of the leased spaced.
- Notwithstanding, the Landlord reserves the right to enter a leased space at any time without prior notice if:
 - a. there is actual or suspected fire, flood or any other matter which presents an actual or suspected threat to the safety and security of DIFC or any person or property within DIFC.
 - b. there is a discharge of substance(s) from the leased space which are, or are believed to be a pollutant, is toxic or otherwise offensive.
 - c. The Landlord has reason to suspect that any DIFC License Holder is in serious breach of the terms of its License, or in breach of its lease, any provisions of Regulations or any other Applicable Laws.
- Neither the Landlord nor its agents or employees shall be held liable for any loss or damage resulting from the proper performance of their duties in relation to any such entry and inspection.
- Inspections of leased space or any other part of the DIFC by third parties or outside organizations (other than agents of the Landlord working under the authority of the Landlord or any other Relevant Authority), are expressly prohibited unless the Landlord has given prior written consent for such an inspection to take place.
- Where a tenant is approached by any third party in respect of an inspection of its Property or any part of the DIFC, it shall notify the Landlord immediately.
- Any Tenant that fail to extend cooperation or assistance to the Landlord, its agents or employees, or otherwise seek to obstruct or hinder such persons from performing their duties in any way shall be held liable. The Tenant shall be liable for a fine if the Tenant fails to extend cooperation or assistance to the Landlord, its agents, contractors or employees, or otherwise seeks to obstruct or hinder such persons from performing their duties in any way whatsoever. The Landlord reserves all of its rights under the Lease and the applicable Law.

12.7 TARIFF OF FINES

Sl No.	Type of Violation (categories)	1 st Violation (AED)	2 nd Violation (AED)	3 rd Violation (AED)
1	Non-Compliance with the Lease and/or the Tenant Manual	1000	1500	2000
2	Non-compliance with the Fit-Out Manual	Penalties apply as specified in the Fit-Out Manual		
3	Non-compliance with the Event Manual	Penalties apply as specified in the DIFC Event Manual/ Gate Avenue Event Manual		
4	Late opening / early closing	1000	1500	2000
5	Non – operational – full day	Penalty applies as specified in the Lease		
6	Advertising, marketing, and holding events, exhibitions, and auctions without a valid permit from Mall Management	2000	4000	6000
7	Trading without a valid DIFC commercial license or expired DIFC commercial license or different activity on DIFC commercial license	3000	5000	7000
8	Use of common area outside of Leased Premises without a valid permit from Mall Management.	1500	3000	5000
9	Delayed payments of penalties, fees other than Rent, late or non-submission of monthly sales reports	2000	4000	6000
10	Late or non-submission of yearly audited sales reports	Penalty applies as specified in the Lease		
11	Failing to permit access or hindering inspection of Leased Premises	1000	2000	3000
12	Holding over the Leased Premises after expiry or early termination of the Lease	Penalty applies as specified in the Lease		

Failing to reinstate the Leased Premises properly in accordance with the Lease and/or remaining in possession of the Leased Premises after the expiry of the Lease or earlier termination of the Lease, is subject to the penalty set out in the Lease, being the rent together with interest at the prescribed rate and liquidated damages in an amount of 150% of the aggregate of the last rent for the Leased Premises or AED 500 per day where the Tenant is paying turnover rent only (as the case may be).

Furthermore, carrying out reinstatement works on the Leased Premises after the end of the Lease, is subject to the penalty set out in the Lease being 150% of the rent or AED 500 per day where the Tenant is paying turnover rent only (as the case may be), in respect of the period from the end of the Lease until the reinstatement works are completed.

12.8 ADMINISTRATIVE IMPOSITION OF FINES:

- If the Landlord considers that a person has committed a contravention of section 12.7, the Manual or any other legislation administered by DIFC Authority, the Landlord shall, in accordance with section 12.7, issue a warning letter for the first offence to the Tenant and for the second and third offences, respectively, the Landlord may impose on the Tenant a fine (“**Fine(s)**”) up to the amount specified in section 12.7 or communicated otherwise by the Landlord from time to time. Any communication sent to the Tenant with respect to section 12.7 shall be referred to as a ‘Notice of Violation’.
- The Landlord may prescribe the applicable procedures in relation to the imposition, publication, collection, and recovery of Fines, which shall be administered by the Landlord.
- In the event of any violation of a material nature, the person who commits such violation shall be automatically subject to a Fine as specified in section 12.7.
- Where an offence is not explicitly covered in section 12.7, the Landlord may levy an appropriate fine (determined at the Landlord’s sole discretion) that is commensurate with the severity of the offence and any level of loss, damage and/or inconvenience caused by the offence.
- The Tenant shall pay the Fine to the Landlord upon demand or upon expiry of the notice period specified in the Notice of Violation (whichever is applicable). A Fine imposed on a Tenant in accordance with section 12.7, if unpaid on the payment date or after the expiry of the notice period specified in the Notice of Violation, may be set off from any money owed by the Landlord or any of its affiliates, or deducted from rental amounts, fees or charges owing to the Landlord from the Tenant or recovered as a debt.
- This section is without prejudice to the Landlord’s other rights under the Lease and the Applicable Law.

APPENDIX 1

Department	Contact Details
DIFC Security: Gate District /Gate Village Security Team	alsadeek@difc.ae security.services@arkansecurity.ae Gate District 24/7 Control Room: 04 362 2299 Gate Village 24/7 Control Room: 04 362 2399
DIFC Security Manager	050 285 5999
Gate Avenue Security: Gate Avenue Security Team	ga.security@difc.ae ga.security@transguardgroup.com Gate Avenue 24/7 Control Room: 056 403 9440
Gate Avenue Security Manager	050 4533320
The Emergency Evacuation Route Guide & Emergency Management Plan	https://www.difc.ae/health-safety/
DIFC Contact Centre	04 362 2222
General Enquiries	info@difc.ae
Deliveries to: Gate Avenue Gate District Gate Village	gateavenuelogisticsteam@difc.ae Security.services@arkansecurity.ae TTBooking@ejadah.ae
Office Leasing DIFC Retail Leasing DIFC Specialty Leasing (Kiosks, ATMs & Vending Machines) DIFC FinTech Hive DIFC Innovation Hub DIFC Coworking Space DIFC Business Centre	leasing@difc.ae retail@difc.ae specialtyleasing@difc.ae admin@fintechhive.ae innovationhub@difc.ae coworking@difc.ae Businesscentre@difc.ae
Fit-Out Management (Gate District/Gate Village/Gate Avenue)	difc.fitout@idama.ae
Gate District & Gate Village Parking Gate Avenue Parking	difc@zoneparking.ae 600 541006 gateavenue@quickparkingco.com 800 77275464
DIFC Mall Management Team	mallmanagement@difc.ae
DIFC Events Team	events@difc.ae
DIFC Government Services	gs.helpdesk@difc.ae
DIFC Registrar of Companies	roc.helpdesk@difc.ae
DIFC Registrar of Real Property	rorp@difc.ae
Facilities Management (Gate District/Gate Village)	assist.difc@ejadah.ae 04 455 2424
Facilities Management (Gate Avenue)	Helpdesk@imdaad.ae 800 8200
EMERGENCY CONTACT NUMBERS	
Fire	997
Police	999
Ambulance	999
DEWA	991

APPENDIX 2**HEALTH, SAFETY AND ENVIRONMENT POLICY AND GUIDELINES****Table of Contents**

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SECTION 1: INTRODUCTION

The Landlord considers health and safety in every decision making process and in every activity the Landlord performs.

Health and safety for the DIFC's workforce, employees and community are of utmost priority. DIFC's health and safety department is responsible for monitoring and enforcing the health and safety provisions, preparing emergency evacuation plans, conducting fire drills and ensuring general safety of the premises of the Gate District, the Gate Village and the Gate Avenue.

These guidelines are intended to convey to Tenants how to comply with the requirements of Health, Safety and Environment ("HSE") and associated regulations within DIFC. The guidelines are intended to be used by Tenants as the minimum required guidelines for all safe management of working activities throughout Gate, Gate Village, District and Gate Avenue and their Leased Premises and are intended to be a framework for competent persons to take appropriate actions in all HSE matters.

SECTION 2: DEFINITIONS AND ABBREVIATIONS

2.1 DEFINITIONS

Risk Assessment - overall process of estimating the magnitude of a risk and deciding whether or not the risk is tolerable process, whereby Hazards can be identified, and the risks associated with them can be evaluated, enabling DIFC to establish a measure to minimise the risk to acceptable level.

Hazards - The exposed danger, condition or practice that may give rise to personal injury and/or asset damage.

Loss - Personal injury and/or asset damage.

Guidelines - means this HSE Policy and Guidelines

HSE - means Health, Safety and Environment

SECTION 3: HEALTH AND SAFETY POLICY STATEMENT AND INTENT

3.1 HSE GUIDELINES AND REQUIREMENTS

All Tenants will apply these Guidelines as appropriate to the nature and scale of the operations at the Leased Premises.

3.2 PURPOSE AND SCOPE

3.2.1 Compliance

Tenants are responsible for complying with these Guidelines and any future amendments of these Guidelines issued by the Landlord. Any non-compliance with these Guidelines shall be treated as a breach of Lease.

3.2.2 HSE Management

- All Tenants are required to document and implement a HSE management system in accordance with these Guidelines. The management system will:
- Identify the HSE roles and responsibilities of all employees and their authority;
- Provide a mechanism to assure that employees are trained to perform the HSE related tasks assigned to them;
- Include a process for informing all employees of their workplace roles and responsibilities and on the potential impact of their activities on the HSE issues, including the consequences of departure from specified operating procedures and progress toward achieving objectives and targets;
- Include a mechanism for reviewing the effectiveness of the training, awareness, and communication provided;
- Include a process for receiving, logging, and responding to communications from external parties.

3.2.3 HSE Representatives

The Tenant shall appoint 10% of their workforce as emergency first aiders and fire wardens at each Leased Premises. Where the Tenant employees less than 10 people, they must provide at least one first aider and fire warden. Where a Tenant is authorised to employ in excess of 150 persons, a full time HSE representative shall be employed by the Tenant.

The duties of the HSE Representative shall include the following:

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- Inspection of all workplaces, the promotion of the safe conduct of work, hazard identification;
- Environmental impact identification and communication of corrective measures to management
- Maintaining first aid facilities and personal protective equipment as demanded by the nature of the work;
- Reporting on incidents and accidents and maintaining records;
- Training of employees and ensuring that they are issued with adequate instructions;
- Ensuring that the provisions of these Guidelines are complied with;
- Maintain a register of chemical materials used at the Leased Premises, their Material Safety Data Sheets and advise management on their safe handling
- Providing regular reports and advice to management and liaising with the HSE management of DIFC Authority to ensure compliance to these Guidelines.

3.3 TENANT'S ROLE AND RESPONSIBILITIES

The Tenants must ensure that they:

- Take reasonable care of their own health and safety and that of others who may be affected by their actions or omissions;

Co-operate with DIFC Authority on matters of HSE;

- Do not interfere with or misuse any item provided for health, safety or welfare purposes;
- Report to the HSE Manager anything that they consider a serious and immediate danger to health and safety and any shortcomings in the Landlord's HSE arrangements.
- Only appoint, use and approve contractors and suppliers who satisfy any selection criteria required by the Landlord.

3.4 HSE DISCIPLINARY ACTION

3.4.1 Verbal Notification

In instances where a HSE hazard is immediately correctable The Landlord or the Landlord's Service Provider shall inform the Tenant's representative of the existence of the hazard, impact or violation. The Tenant's representative shall make a note of the time, place and person informed by verbal notification. If, after the specified timeframe, the violation has not been corrected, a written notification will be issued specifying the time period within which the violation is to be rectified (except in the case of an emergency where the Landlord will be entitled to enter the Leased Premises to take action to rectify the HSE hazard and charge the costs of doing so to the Tenant accordingly). In extreme cases, the written notification may require the Tenant to cease operations in the area affected with immediate effect.

3.4.2 Written Notification

In instances where a HSE hazard is not immediately correctable or when a verbal notification has not been actioned, a written notification shall be issued by The Landlord or the Landlord's service provider. The written notification shall include all details of the verbal notification, plus a full explanation of the nature of the issue. The written notification shall be sent to the Tenant and their registered representatives that are registered in the Client Portal In the event that the HSE hazard is not rectified within the time period stipulated for rectification in the written notice this shall be deemed to constitute a breach of the Tenant's Lease entitling the landlord to invoke the termination provisions in the Lease.

3.4.3 HSE Violation Report

In instances where a HSE violation is of a serious nature and is deemed to be insurmountable or non-correctable by the Tenant, a HSE violation report shall be initiated by the HSE Manager of DIFC Authority. The HSE violation report shall include all details of a written notification plus full details of any action taken on part of the Tenant towards its correction or mitigation. The violation report shall be sent to the Tenant.

SECTION 4: HEALTH AND SAFETY ARRANGEMENTS

4.1 OCCUPATIONAL HEALTH AND SAFETY

4.1.1 Pre-Employment Assessment

- No Tenant shall employ any person (male or female) under the age of 15.
- The Tenant shall conduct a pre-employment assessment of an employee's health and maintain pre-employment medical history.

4.1.2 Employee Training

The Tenants are to ensure that all employees are to receive safety education and training such as:

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- Emergency plan;
- Fire safety;
- General safety issues.
- Food safety and hygiene

4.1.3 Infectious Disease Exposures

The Tenant shall take adequate steps to prevent exposure of employees to infectious diseases such as chickenpox, measles, rubella, mumps, tuberculosis, etc. Where employees are infected with such diseases, work exclusion / restrictions shall be carried out by the Tenant to ensure the risk of contagion is kept to a minimum.

In the rare event of an epidemic or pandemic announced by the Government of the UAE and Dubai, the Tenant shall follow the guidelines and regulations set out by the relevant authorities.

4.1.4 Occupational Hazards

The Tenants shall identify and control all Hazards within their Leased Premises. The occupational Hazards fall in to five categories:

- Biological/ Infectious Hazards – such as bacteria, viruses, fungi or parasites.
- Chemical Hazards – such as toxins, gases etc..
- Mechanical Hazards – such as injuries, accidents, strains.
- Physical Hazards – such as electricity, extreme temperature etc., that can cause trauma.
- Psychological Hazards - associated with work environment, stress, and emotional strain.

4.1.5 Personal Protective Clothing and Equipment

- The Tenants shall provide employees with protective clothing and equipment where required.
- All protective clothing and equipment should comply with relevant standards.
- Protective clothing and equipment of a personal nature, such as footwear, hairnets etc. should be provided on an individual basis.
- Tenants must ensure that employees use the protective equipment and clothing provided to prevent health and safety Hazards.

4.1.6 Housekeeping

Stacking of materials and disposal of waste and proper housekeeping must be practiced including but not limited to the following:

- Floors shall be maintained clean, dry, and free of all Hazards.
- All electrical wires are to be safely and properly organised.
- Adequate number and appropriate types of waste containers/bins shall be provided, properly used and emptied regularly.
- Spills shall be cleaned without delay.
- There shall be no overfilling of racks, bins, or storage areas.
- A minimum clearance of 0.45 meters shall be maintained between stored materials and fire sprinkler head; heavier objects shall be stored on the lower shelves.
- Good housekeeping practices shall be promoted among staff.
- All aspects of the Leased Premises shall be kept clean & in good repair.
- Common areas shall not be used as a storage area.
- All emergency access routes shall be kept clear at all times.

4.1.7 Chemical Data Sheets

- Chemicals are to be handled and stored very carefully. Toxic chemicals and substances must be stored in a protected place. Chemicals handling, storage, and data manuals, supplied by the manufacturer or supplier, must be observed strictly.
- It is the responsibility of the Tenants to obtain Material Safety Data Sheets (MSDS) and display them.
- No hazardous chemicals are permitted for storage without any prior approval from the HSE Manager. The storage area has to be approved by the HSE Manager. All hazardous chemicals should be stored in a manner to protect from weather conditions with adequate spill collection and fire protection.
- Highly flammable products should be stored in temperature-controlled rooms and all electrical fittings used should be under as per international standards.

4.1.8 Ventilation & Lighting

Tenants must provide adequate ventilation and illumination in the Leased Premises to ensure the safe conduct of work.

Ecology units, kitchen extracts and hoods shall be maintained periodically in order to ensure proper extract of cooking fumes. These service records shall be kept inside the Leased Premises and will be checked during inspections conducted by the Landlord and the Landlord's service provider.

4.1.9 Electrical Equipment

Tenants shall ensure the following:

- Defective electric cables, apparatus, motors, fans, etc. must be rectified before work commences.
- It is forbidden to replace burnt-out fuses, or fit fuses which have a higher rating than the specified rating.
- Electric heaters, motors, fans, transformers, etc. must not be covered, but are to be protected so that they are not subjected to moisture, water, oil or steam.
- When work is finished for the day, lighting and electric motors are to be switched off.
- Isolation and, where necessary, earthing at appropriate places must be done before undertaking any repair/maintenance work on electrical installations.

4.1.10 Alcohol and Non-Prescription Drugs

Alcohol and non-prescription drugs shall not be permitted at the Leased Premises. The Tenant should not allow entry onto the Leased Premises of persons suspected to be under the influence of alcohol or drugs

4.2 PUBLIC HEALTH

4.2.1 No Smoking Policy

It is prohibited for any Tenants' employees or visitors or contractors to smoke in the DIFC other than in designated areas which shall be away from the entrances of all Buildings within DIFC by 25 feet.

4.2.2 Littering

Littering is a public offense. All litter shall be disposed of in the correct manner via the available bins.

4.2.3 Cleanliness

It is the responsibility of the Tenants to keep their Leased Premises clean and tidy at all times.

4.2.4 Display of Goods

It is prohibited for any Tenant to display or abandon goods, deposit waste, or carry out any sort of activity outside of their Leased Premises and they are to ensure that the footway fronting them is clear and safe.

4.2.5 Facilities for Rest/ Waiting Area

- Proper seating is to be provided for use of the visitors and staff of the Tenant. When selecting seating, ergonomic principles should be considered, such as height, weight, and stability of seating.
- Rest areas are to be provided suitable for any person to rest in. The areas are to be well-ventilated, free from distractions (noise, smell, etc.) and equipped with comfortable furniture.

4.2.6 Drinking Water

Adequate filtered cold drinking water facilities should be provided within a convenient distance from the work area of employees. Water should be easily accessible, where necessary access for disabled persons should be provided. Drinking points should not be located in sanitary accommodation. Any appliance used to cool drinking water should be regularly inspected and well maintained so it will not contaminate the water.

4.2.7 Animals

No animals, birds or livestock are allowed to be kept or fed in the Leased Premises.

4.2.8 Infections

Tenants are under an obligation to inform the HSE Manager in the case of outbreak of any infectious disease and/or food poisoning case that has been brought to their attention by a customer or client.

4.3 BUILDING UTILITIES SAFETY

4.3.1 General

- The Tenants shall ensure the safe and reliable operation of all building utilities and utility systems within the Leased Premises such as electrical distribution, emergency power, heating, ventilation and air-conditioning and facility communication systems through:
- A maintenance inventory that details a current and accurate inventory of the system and components of the utility systems that require regular observation and / or maintenance;
- Producing and maintaining preventive maintenance plans for ensuring ongoing performance and reliability of utility systems
- Producing and maintaining failure response plans for responding to system disruptions and failures.

4.3.2 Electrical Distribution

Tenants shall ensure the effective management and maintenance of the electrical distribution systems to maximize safety and reliability and to guard against shocks and Hazards associated with misuse and electrical interruption.

4.3.3 Heating, Ventilating and Air Conditioning Systems (HVAC)

Tenants shall ensure that the correct temperature, humidity, and air flow shall be provided in the Leased Premises in order to ensure a comfortable environment, regardless of the climatic conditions outside.

The Tenant shall regularly maintain HVAC systems within their Leased Premises ensuring that issues such as air balancing, smoke control, filters and servicing are addressed.

4.3.4 Facility Communication Systems

The Tenant shall ensure effective management and maintenance of the facility communication systems to address component maintenance, system security, system configuration and alternative communication resources during system failures.

4.4 FIRST AID FACILITIES

4.4.1 General

Tenants shall ensure that:

- The Leased Premises are provided with adequate first aid facilities with at least one trained first aider during working hours;
- Have 10% of their staff certified as first aiders with an accredited institute.
- There are an adequate and appropriate number of suitable persons for rendering first aid.

4.4.2 First Aid Training

First aid training should be given by:

- A registered medical practitioner or nurses with knowledge and experience of first aid in the workplace; or
- A qualified trainer with current first aid certificates from an approved organization.

4.4.3 Appointed Person & First Aiders

A person is appointed to take action when someone is injured or falls ill, including calling an ambulance if required. He/she shall look after the first aid equipment and restocking the first aid box. The appointed person SHALL NOT attempt to give first aid for which he/she has not been trained through short emergency first aid training courses. A first aider is a person who has received training and who holds a current first aid certificate

4.4.4 First Aid Boxes

All Leased Premises must have the following number of first aid boxes:

First Aid Facility	Number of Employees				
	1 – 50	50 - 150	150 - 250	250 – 1000	> 1000
First Aid box	1	2	2	In each work area	
First Aid room			Yes	Yes	Yes
Trained certified First Aid staff				Yes	Yes

4.4.5 Tenant’s Responsibilities to Inform Employees

Employees are to be informed of their responsibilities by Tenants which are:

- Correct / report unsafe conditions and help to keep everything clean and orderly.
- Use right tools and equipment for the job, use them safety.
- Report all injuries, get first aid promptly.
- Use, adjust and repair equipment only when authorized.
- Use prescribed equipment, wear safe clothing, and keep them in good condition.
- To avoid back injury, bend your knees when lifting and get help for heavy loads.
- Comply with all safety rules and signs.

4.4.6 First Aid Box Contents

The following table provides the mandatory contents for the First Aid box:

Item	No of employees				
	1-10	11-25	26-50	51-100	101-150
Plastic band aids	40	75	150	300	450
Adhesive tape ½” x 10 yds.	1	1	1	2	3
Adhesive tape 1” x 10 yds.	1	1	1	2	3
Absorbent cotton	1	1	1	1	2
Gauze bandage 1	1	1	2	4	6
Gauze bandage 2	1	2	4	8	10
Gauze bandage 3	1	2	5	10	15
Oval eye pads	1	3	3	6	9
Triangular bandage	1	2	2	4	6
Ammonia inhalant – bottle	1	1	1	1	2
Eye wash	2oz	4oz	4oz	4oz	4oz
Paracetamol tablets	10	25	50	100	150
Calamine lotion	1oz	2oz	2oz	4oz	6oz
Cotton tipped applicator 6	25	50	100	200	300
Rescue breather		1	1	1	1
Surgical scissors	1	1	1	1	1
Anti-septic solution	250ml	500ml	500ml	500ml	1000ml

In the event that it is discovered that a Tenant does not have the first aid facilities highlighted in these Guidelines this shall constitute a fineable offence.

4.5 ACCIDENTS AND INCIDENTS REPORTING

4.5.1 Incident Reporting

Tenants shall establish and maintain an accident and dangerous incident record system at their Leased Premises and shall make this record available to the Landlord and/or the Landlord’s service providers if required to do so. These records shall contain the following information:

- Nature of the incident.
- Description and cause.
- Name of worker affected.
- Treatment given.
- Days of absence.
- Corrective and preventive action(s) taken.

Any accident resulting in the death of a worker, or any other dangerous incident must be reported to the HSE Manager within 24 hours in the format required. In addition, an official record must be kept for a minimum of three years; containing the following:

- Reportable deaths/injuries arising out of or in connection with work.
- Reportable occupational diseases.

- Reportable dangerous occurrences.

4.5.2 Duty to Notify

The Tenant must notify the HSE Manager by using the standard form (which can be requested from the HSE Manager) within 24 hours of the incidents

- Death of a person as a result of an accident arising out of or in connection with work.
- A major injury suffered as a result of an accident arising out of or in connection with work.
- A major injury suffered not by an employee but an outside person, i.e., visitor, customer, client, and passenger, as a result of an accident arising out of or in connection with work, and where that person is taken from the accident site to hospital for treatment.

The Tenant shall be responsible for ensuring the health & safety of the contract workers employed at their Leased Premises. Irrespective of whichever contracting company is involved, the Tenants shall be held liable/responsible for any accident/incident that may involve the external company workers within the Leased Premises.

4.5.3 Reportable Accidents, Dangerous Occurrences

Accidents that lead to absence from work for more than three consecutive days (i.e., excluding the day of the accident but including any days which would not have been working days) shall be reported to the Landlord and/or the Landlord's service providers.

4.5.4 Incident Report Register

An incident report register shall be maintained by the Tenant and all incidents, minor or major, should be registered. All major accidents should be reported to the HSE Manager for further investigation.

4.6 FIRE REGULATION

4.6.1 General

The objective of these regulations is to safeguard the lives and property within the DIFC against possible fire Hazards. In addition to these regulations Tenants are required to comply with all and any requirements relating to fire and life safety issued by the Dubai Civil Defence Department. – The Tenant shall ensure that all fire prevention materials, systems, equipment, products, and accessories are listed, approved and registered with the Dubai Civil Defence approval department.

The scope of these regulations covers three elements:

- Fire Protection,
- Fire Prevention, and
- Fire Control.

4.6.2 Fire Protection

Every building or structure is designed, constructed, arranged, equipped, maintained, operated, and provided with fire protection facilities to avoid undue danger to the occupants from fire, smoke, fumes or resulting panics

4.6.3 Fire Extinguishing System

The type of fire extinguishing system within Leased Premises should include:

- Automatic fire extinguishers/ sprinklers and/ smoke detectors.
- Portable fire extinguishers.
- Special extinguisher system in cooking or other special requirement applications (storage areas, laboratories etc.) including a carbon dioxide system, dry chemical system and a foam/water or wet chemical system.

4.6.4 Fire Prevention

All Tenants shall be responsible for implementation of appropriate / necessary fire preventive measures, including housekeeping, at workplaces to prevent the outbreak of fires or explosions that could result in a loss of valuable lives and property. The Tenant must ensure that no fire alarm or smoke detection systems within their Leased Premises are removed, disconnected, altered or in any way tampered with by employees or visitors without the prior written approval of the Landlord. All firefighting and smoke detection equipment at the Leased Premises is to be maintained through a company certified by Dubai Civil Defence and tested on a regular basis.

Any faults or defects in any fire and life safety systems within the Leased Premises shall be immediately rectified by the Tenant. Incidents of fire / explosion taking place in the Leased Premises shall be reported to the Landlord immediately. Investigation into the cause thereof shall be carried out by Landlord and the relevant authorities, if required

Fire Prevention at the Leased Premises is the Tenants responsibility and co-operation is essential to prevent outbreak of fires which could destroy lives and property. Below are the selected measures that Tenants are to ensure that their employees take to limit the causes of fire:

- No smoking in prohibited areas.
- Prohibit the use of incense sticks (or bukkhoor).
- No careless disposal of burning cigarette butts.
- Ashtrays need to be checked for smouldering cigarettes before closing down.
- No accumulation of papers, rags or other combustible waste materials.
- Proper use of containers for flammable liquids, no open tins or buckets.
- Flammable liquids to be handled at a safe distance from possible sources of ignition.
- No overloading of electrical circuits.
- Mains to be switched off from any electrical equipment when not in use.
- Electrical cables, plug sockets, for damage/fraying to be checked on a regular basis.
- Spilled oil, grease or liquids to be cleaned immediately.
- Metal containers to be used for waste.
- Maintain good housekeeping; Compressed gas cylinders to be kept away from sun, artificial heating, flammable materials, corrosive chemicals and fumes.
- Any gas appliances at the Leased Premises and associated pipework is to be regularly inspected and maintained in safe condition by duly certified service providers pets;
- No obstruction of access to Fire Extinguishers.
- Escape routes to be known by all staff in case of fire and kept free from obstruction.
- All fire protection facilities to be inspected / maintained and serviced in accordance with Dubai Civil Defence requirements; Employees to be trained in the use of Fire Fighting Equipment, Fire Action, and Evacuation on an annual basis.

4.6.5 Fire Control

Tenants shall ensure that a fire emergency /evacuation plan shall be in place, and it shall be rehearsed / drilled at least annually. The plan shall be coordinated with the HSE Manager and updated as may be necessitated by the changed requirements. The Tenant shall ensure that at least 10% of their employees are trained as fire wardens. The fire wardens shall train the remaining employees on the following on an annual basis

- Fire Extinguishers; ad
- Fire Alarm Activation Points.
- Escape Routes and Fire Exits.
- Assembly Points.

Tenants are required to appoint at minimum 1 fire wardens per 10 employees (or any other number prescribed from time to time by Dubai Civil Defence) and these fire wardens are to be trained by an agency authorised and certified by Dubai Civil Defence for the provision of such training. Fire wardens will be required to wear (when appropriate) high visibility vests bearing the name of the Tenant company, so that they are distinguishable in the event of an evacuation. The vest must also be clearly marked "Fire Warden".

4.7 ENVIRONMENTAL PROTECTION

4.7.1 Reduce, Reuse, and Recycle

Tenants are encouraged to practice the principle of 3 R's - Reduce, Reuse & Recycle. To produce less waste Tenants are advised to:

- Reduce the amount of waste. This includes waste prevention through source reduction.
- Reuse containers and products where possible.
- Recycle as much as possible, which includes purchasing environment-friendly/recyclable products.

4.7.2 Prohibited Discharge

Tenants and their employees and visitors are prohibited to throw, place, abandon or discharge any of the following materials listed below in any road, path, passage, open land, on any roof, wall, fence or any other such public place whether communal or private:

- All kinds of waste and unwanted discarded materials such as garbage, wastepaper, waste packing materials, waste equipment, and waste water.
- Anything which may hinder the free passage of vehicles and pedestrians or affect adversely the environment of DIFC areas or cause contamination or any other breach of or threat to public health and environmental safety.

4.7.3 Disposal of Light Waste

Light waste such as papers or light packing materials which may be easily moved or picked up by the wind must not be disposed in the skips or any uncovered bins.

4.7.4 Skip Service

Permanent skip service must be provided for the disposal of all kinds of refuse and should be cleared regularly. For the avoidance of doubt Tenants or their employees and visitors are not permitted place any goods, refuse or other articles whatsoever in the common areas of the DIFC or in or around any escape routes or otherwise outside their Leased Premises unless they are placed in the receptacles provided by the Landlord for that purpose.

4.7.5 Collection of Waste

All putrescent refuse must be collected in plastic dust bins with inner bags and covering lids before being disposed of in the skip.

Recyclable waste shall be disposed of in the dedicated recyclable bins.

4.7.6 Noise

To protect the public from excessive noise the Landlord has established a noise criteria. Tenants and their contractors shall ensure that the emission of noise does not exceed the set levels. Authorized representatives of the Landlord may investigate a complaint of excessive noise and may issue a verbal or written notification informing them of the breach and setting timelines or penalties within which such disturbance is to be ceased at its discretion.

AREA CATEGORY	ALLOWABLE LIMITS FOR NOISE LEVEL (dB)	
	DAY	NIGHT
	(7 am – 8 pm)	(8 pm – 7am)
Public and Common Areas	35-45db	30-40
Office Area	35-45db	35-45
Restaurants and Retail area	45-55db	45-55

4.7.7 Pest Control Programme

Tenants shall establish an effective written pest control program including, but not limited to, sanitation, screens, closure of cracks and holes etc. and maintain appropriate records. The written pest control programme shall include:

- Name of the contact person for the pest control at the facility.
- Name and contact details of the pest control company.
- List of chemicals and methods used for pest control.
- A bait location map.
- Details of the frequency of inspection.
- Reports.

All and any findings/recommendations in any pest control service report shall be actioned by a Tenant without delay.

All records shall be kept in the Leased Premises in case of inspection from the Landlord, the Landlord's representative or relevant authorities.

4.8 FOOD SAFETY

4.8.1 General

This section is applicable to food outlets operating within Gate District and Gate Avenue. Tenants of food outlets shall ensure:

- Safe preparation, handling and storage of food to minimize contamination by microorganisms and chemicals.
- Employee training on food safety.
- Complying with the Food Safety Standards of the Dubai Municipality.

Tenants shall follow the guidelines set out by the relevant authorities. Dubai Municipality's (DM) Food Code shall be strictly followed and can be found at <https://foodwatch.dm.gov.ae/>.

All food establishments and related service providers must be registered on the Food Watch platform as per the mandate of Dubai Municipality. Part of this mandate is for the food establishment to appoint at least one 'Person In Charge' (PIC). More details of the requirements for food establishments can be found in the Dubai Municipality's (DM) Food Code.

Both the Landlord and the relevant authorities carry out regular inspections of the Leased Premises to ensure compliance. Non-compliance may result in warnings, penalties or in the severest cases termination of the Lease.

4.8.2 Layout and Design

Tenants of food outlets within the DIFC shall ensure that they shall have the following space limitation for food preparation areas:

- For Cafeterias: the area for food preparation shall be a minimum of 12 square meters
- For Restaurants: the kitchen area shall be not less than 40% of the total leased area.

Restaurants and catering premises shall include the following:

- Raw food and vegetable preparation rooms.
- Raw food and vegetables storage.
- Cold storage for raw meat, fish and poultry.
- Chiller room for thawing and meat preparation.
- Cooked food preparation area.
- Cooked food storage.
- Dishwashing area.
- Cleaned pots and dish storage.
- Packing room.

4.8.3 Unauthorized Personnel & Visitors

Tenants are responsible for the following:

- Restricting unauthorized personnel entering food preparation areas, and food facilities in general.
- Restricting visitors' entry into food preparation areas unless wearing a cover coat and hair restraint.

4.8.4 Food Handlers

Tenants shall:

- Ensure food handlers carry out cleaning and sanitation procedures, including cleaning and sanitizing of trays, utensils, tableware, and other surfaces.
- Ensure food handlers follow proper and frequent hand washing and personal hygiene practices.
- Ensure food handlers wear and maintain proper clean uniform during food handling.
- Ensure food handlers do not eat, drink, or smoke while preparing and handling food.
- Ensure food handlers undergo a medical screening process and carry a valid medical examination certificate indicating that they are free from infectious diseases and fit to work as a food handler.

4.8.5 Employee Training

Tenants shall ensure that food handlers are providing with the necessary training which shall include, but shall not limited to the following:

- Hand washing.
- Food safety Hazards.
- Food storage, preparation, transportation and display.
- Sanitation and disinfection.
- Personal hygiene.

4.8.6 Food Products Purchase

Tenants shall ensure that:

- Food products are purchased from an approved source and inspected on delivery for the expiration date and signs of spoilage.
- Any damaged food or containers shall be rejected.

4.8.7 Food Storage

Tenants shall ensure that:

- Non-perishable food is stored in clean, dry, properly ventilated areas, and inspect periodically for any signs of spoilage or expiration date.
- Perishable food products are stored immediately at the proper temperatures.
- Food is stored in designated areas and not near dishwashing or other areas where there is a potential risk of contamination.
- Food is stored at least six (6) inches above floor level and away from walls to facilitate cleaning and allow pest control measures.
- Food stocks are rotated to avoid outdated food to be used.
- Food is stored in a way to avoid cross contamination between cooked and raw foods, washed and non-washed food.

- Food is stored and covered and labelled at the proper temperature for refrigeration (freezing storage less than -18 Degree Centigrade, refrigeration 1-4 Degree Centigrade, and hot storage above 64 Degree Centigrade).
- Refrigerators are monitored and freezer temperatures recorded daily.

4.8.8 Food Preparation

Tenants shall ensure that food handlers are aware that they must:

- Wash vegetables and fruits properly.
- Thaw in a microwave (above 75C) or refrigerator (at 4C or below) or under running potable water (not above 21C for not more than four (4) hours). Do not thaw under room temperature.
- Do not thaw and refreeze.
- Cook food thoroughly to reach correct temperature for different types of food.
- Reheat food at least 75C and serve at least 65C.
- Store prepared food protected at the proper temperature once ready to avoid contamination. Do not allow to sit uncovered at room temperature.
- Avoid food handling with bare hands, use proper and clean utensils like tongs and spoons.
- Use separate cutting boards for raw meat, poultry, fish, raw fruits, vegetables, and cooked food, unless boards are non-absorbent (scratch, chip, crack) and can be cleaned and sanitized adequately between uses.
- Use clean equipment and utensils during food preparation and avoid cross contamination.

4.8.9 Food Transport, Display and Serving

Tenants shall ensure that food handlers shall:

- Transport food to different areas protected in temperature-controlled carts.
- Protect food on display from customer contamination by use of easily, cleanable counter protector devices.
- Maintain food on display at right temperatures whether hot or cold.

4.8.10 Washing & Cleaning

Tenants shall ensure that employees:

- Are provided with comprehensive cleaning schedules to include different areas, equipment, fixtures, and physical facility structure.
- Monitor dishwashing and rinsing temperatures to achieve proper sanitation and washing of food utensils.
- Sanitize all utensils and equipment for manual washing either by hot water min. 70C or the use of sanitizer at appropriate concentrations and exposure time.
- Wash all working surfaces, thoroughly rinse, and sanitize them after each use with the proper sanitizer, dilution, and exposure time and water temperature.

4.8.11 Water

Tenants shall ensure use of clean, potable, and safe water in any food outlet. It is the Tenants responsibility to test water routinely for its quality and portability.

4.8.12 Ice Machine

Tenants shall ensure that employees:

- Use only potable water for ice making.
- Clean and disinfect ice machines routinely.
- Use a clean scoop to dispense ice at all times and do not handle ice with bare hands.

4.8.13 Waste Management at Food Facility

Tenants shall ensure that employees:

- Store garbage in leak and pest proof containers with tight fitting covers.
- Store all garbage containers either outdoors or above a smooth surface of non-absorbent material.
- Wash all containers and sanitize routinely in an area provided with a floor drain connected to a sanitary sewer.

4.8.14 Maintenance

Tenants shall identify and follow a cleaning and sanitization procedure for each equipment used in food outlets.

4.9 AUDIT AND MANAGEMENT REVIEW

4.9.1 Auditing

All Tenants are encouraged to establish an audit process to assure implementation of these Guidelines. The process must include independent audits performed by persons having no direct responsibility regarding the activity being examined.

4.9.2 Management Review

Tenants are required to periodically review the suitability, adequacy, and effectiveness of their HSE management systems, no less than on an annual basis. The review must be documented along with all recommendations for changes, updates, or improvements to the location's management systems.

4.10 DOCUMENTATION AND RECORDS

Tenants will maintain written documentation of their HSE management system. A document control plan will:

- Assure all documents can be located, protected against destruction and deterioration, provide links to related documents, and describe when and by whom each element of the management plan is to be reviewed, revised, approved, and updated.
- Describe the retention process and disposal process for all environmental, safety and health records including such items as training records, audit records, spill records. Obsolete documents are promptly removed from all points of issue and points of use, or otherwise assured against unintended use by clearly marking them as "obsolete;"
- Ensure that all employees have access to relevant sections of the management system documentation.

4.11 ORIENTATION & COMMUNICATION

All Tenants shall provide their employees such information, guidelines, and supervision as is necessary to ensure, so far as is reasonably practicable, the health, safety, and welfare of staff. Health and safety training should be provided as follows:

- At inductions.
- On introduction of new technology.
- On changes in systems of work.
- When training needs are identified during Risk Assessments.
- At regular interval twice a year.
- On transfer or promotion to new duties.

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