



**NEWARK &
SHERWOOD**
DISTRICT COUNCIL

Tenant Handbook

A guide for tenants who lease commercial premises from Newark and Sherwood District Council.



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Welcome

Welcome to your business premises and thank you for choosing Newark and Sherwood District Council.

We are one of the leading and most flexible commercial landlords in the county and are committed to supporting local businesses.

Whether you are an established business, or this is your first venture, we will help you with your property needs and signpost you to other support available to you.

Good luck and please do not hesitate to contact us if you require our assistance.

About this handbook

This handbook has been produced to give general guidance for both existing and new tenants who hold a lease in respect of commercial premises owned by Newark and Sherwood District Council.

We are aware that some of the applications we receive are from people starting a new business or who have little experience of leasing business premises. We have therefore designed this handbook to help answer the questions that are most frequently asked and to clarify the role and responsibilities of both yourself as the tenant and the Council as a landlord. This information refers to a number of common features that you are likely to find in our lease agreements.

However, it is important for you to appreciate that the terms of your own lease apply to you and although you can use this handbook as a general guide, it does not override the terms of your own lease. You should also be aware that when renting a property for your business you have some responsibilities by law; more details regarding this can be found on the gov.uk website: www.gov.uk/renting-business-property-tenant-responsibilities

This handbook should not be considered in any way to be a substitute for independent professional advice and we strongly recommend that you obtain appropriate independent advice so you can fully understand the implications of your lease.

The Council aims to be a flexible and understanding landlord and welcomes suggestions as to how its services can be improved.

Corporate Property

For and on behalf of Newark and Sherwood District Council
September 2022

Important information

Landlord Consent

Please note that where Landlord Consent is required under the terms of your lease this is in addition to other consents such as licencing and planning consent which may also be needed, albeit that these other consents may also be required from Newark and Sherwood District Council as the local authority. Newark and Sherwood District Council has various statutory functions, for example The Council's role as the planning authority is entirely distinct from that acting in its capacity as a land owner.

It is your responsibility as the tenant to ensure you have identified and obtained all the necessary consents required for your occupation and use. Please note that there may be additional costs for such consents.

When should I get professional advice?

We recommend that you seek independent legal advice on the following occasions:

- When first considering taking on a lease
- When nearing the end of your lease
- If you want to assign your lease
- For any other matters relevant to the lease e.g. alterations, change of use etc.
- For general advice on your legal position

Details of local lawyers can be obtained from the Law Society, Chartered Institute of Legal Executives (CILEX) or Council for Licensed Conveyancers.

We also recommend that you appoint a chartered surveyor to act for you during rent reviews, lease renewal and when discussing your repairing and maintenance liabilities.

Accuracy

Whilst every care has been taken in the preparation of this guide, the accuracy cannot be guaranteed. Property law can and does change so this guide may become out of date.

We recommend that you obtain professional advice when dealing with all matters regarding your lease to satisfy yourself of your obligations, and do not rely on this guide as your sole source of information.

The latest version of this handbook can be found on the District Council website:

www.newark-sherwooddc.gov.uk/businessunitstorent/

Your contact details

Why do you need my information?

As your landlord we need to have your most up-to-date contact details so we can keep you informed about your tenancy and the property you occupy. Please let us know if you change your telephone number, preferred postal address or email address. The information you provide will be used for the likes of:

- Invoicing
- Arranging or notification of repairs and maintenance (where applicable)
- Providing you with updates

Data Protection

Who will control my data?

The Data Controller for all the information you provide on this form is: Newark and Sherwood District Council, Castle House, Great North Road, Newark on Trent, Nottinghamshire, NG24 1BY.

Who else will you share my information with?

We will only use this information in conjunction with your occupation of the premises you lease from Newark and Sherwood District Council.

Your data will be held within the Newark and Sherwood District Council secure network and premises and will not be processed outside of the UK.

Access to your information will only be provided for authorised members of staff in relation to managing your lease and to any sub-contractor(s), i.e. legal services, maintenance contractors, external surveyors etc. who maintain the same levels of security that we do which are set out in the contract we have with them.

How long will you keep my information for?

Six years after the date your lease ends.

Your Data Rights

Your personal information belongs to you and you have the right to:

- Be informed of how we will process it;
- Request a copy of what we hold about you. If you provided this to us electronically for automated processing, we will return it in the same way;
- Have it amended if it's incorrect or incomplete;
- Restrict how we process it;
- Object to us using it for marketing or research purposes;
- Object to us using it in relation to a legal task or in the exercise of an official authority;
- Request that a person reviews an automated decision.

How do I exercise these rights?

If you would like to access any of the information we hold about you or have concerns regarding the way we have processed your information, please contact:

The Information Governance and Data Protection Officer by emailing freedom@newark-sherwooddc.gov.uk or calling 01636 650000.

There's something I don't understand?

If you need help in understanding how we process your data, please contact:

The Information Governance and Data Protection Officer by emailing freedom@newark-sherwooddc.gov.uk or calling 01636 650000.

What if I don't agree with something?

We would prefer any complaints to be made to us initially so that we have the opportunity to see if we can put things right. However, if you are unhappy with the way we have processed your information or how we have responded to your request to exercise any of your rights in relation to your data, you can raise your concerns directly with the Information Commissioner's Office by visiting their website: <https://ico.org.uk/>

Website: www.newark-sherwooddc.gov.uk/re-useofpublicsectorinformationregulations

Telephone: **01636 650000** and ask for Information Governance

Please note that the Information Commissioner will not make an independent investigation into your complaint unless you have exhausted our own complaints procedure.

Data Protection Registration Number (DPRN)

The Council's DPRN is Z4973840

Before you move in

The Council will offer a prospective tenant a set of Heads of Terms. This is the Landlord's offer to the tenant, capturing the headline terms including rent, term length, break notice, rent reviews, service charges and costs. Whilst Heads of Terms are not legally binding, they will form the basis of the lease and you should seek legal advice before agreeing. Once you have agreed and returned signed Heads of Terms, our legal team will draft the lease. It is the Council's policy to require tenants to contract out of The Landlord and Tenant Act 1954 and you will be asked to sign either a simple or statutory declaration confirming acceptance. In doing so, the tenant relinquishes the right to security of tenure. Once these are accepted, you will be invoiced for the Council's costs and deposit guarantee which must be paid, along with the signing the lease, before handover. Please note that this can be a lengthy process which must be considered to achieve the required handover and term start date. Recurring billing for rent, insurance, service charge, etc. will commence from the term start date, subject to any agreed rent free period.

Moving in

We will provide you with keys to your property along with a copy of this handbook and all applicable compliance documentation.

In addition to keeping these safe you should be aware of the following:

As the occupier of a commercial property, you have a responsibility to comply with a number of legal and health and safety requirements. We have set out those that are most important and indicated where you can find more important information (See 'Health and Safety Requirement' page).

This information is provided as a guide only and you are responsible for ensuring you are adhering to all applicable legal and health and safety requirements.

Schedule of Condition

At the start of your tenancy we will arrange for a photographic Schedule of Condition to be prepared which will form part of your lease agreement.

The schedule of condition evidences the state of repair of the property when you take occupation, and the standard to which you have to maintain and repair the property, or improve on depending on the terms of your lease, during the course of your occupation.

Insurance

Do I need to insure the building?

The terms of your lease will determine the responsibility for building insurances. Generally the Council will insure the building, to which the full or proportionate amount will be charged to the tenant. **Please note:** The District Council does not insure tenant property or for business continuity.

If your lease requires you to insure the building and/or common parts, a copy of the policy should be sent to Corporate Property annually:

Email: property@newark-sherwooddc.gov.uk

What other insurance do I need?

You are responsible for ensuring that you have adequate insurance cover for the following:

- Glass breaking (if applicable only as it is possible that the property does not have windows or the windows are not glass)
- Loss of damage to the property caused by theft or attempted theft
- Contents (these are the items brought into the premises by you)
- Any improvements you make to the property e.g. the addition of internal offices
- Public Liability Insurance
- Employers' Liability Insurance (if applicable)

You should ensure that you have appropriate insurance cover in place when you move into the property. You must also be prepared to confirm that appropriate cover is in place, at any time, by showing us details when we ask.

If the Council is responsible for insuring the building, what is covered?

Where it is the Council's responsibility to insure the building and any common parts, the main insured risks are:

- Fire
- Lightning
- Aircraft
- Explosion
- Escape of water from any tank apparatus or pipe
- Earthquake
- Flood
- Terrorism
- Malicious persons (vandalism)
- Impact by any road vehicle subsidence.

The District Council recovers the building insurance premium as per the frequency set out in your lease. You do not need to purchase additional building insurance.

In the case of substantial damage to the property, which means that you can no longer occupy it, the lease may be terminated.

It is your responsibility as the tenant to make suitable arrangement for business continuity. The District Council is not liable for arranging this for you (See 'Business Continuity Planning' page for further information).

It is your responsibility under the Lease to not take any action which will invalidate Newark and Sherwood District Council's insurance. The District Council has the right to inspect your property to ensure compliance with this responsibility.

How do I claim against the District Council's insurance?

Please email full details of the claim including the address of the property, photographs and your contact details to our Insurance Team and Corporate Property:

Email: insurance@newark-sherwooddc.gov.uk

Email: property@newark-sherwooddc.gov.uk

Utilities

You should arrange for the gas, electricity and water meters to be read on the first day of your tenancy, even if you are not moving in until later. You are responsible for notifying the utilities companies that you will be occupying the premises. Our Corporate Property Team can help you to identify the current supplier.

On moving into the property, please take the time to identify the position of:

- The water stopcock;
- The mains electricity switch;
- The fuse box;
- The gas isolator valve (if applicable).

You are responsible for the direct payment of charges for all utilities including: water, gas, electricity, telephone and similar services consumed on the premises, including any standing charges unless an alternative arrangement is expressly set out in your lease.

Utility charges for common parts will be paid by the District Council, and recovered as part of your service charge/maintenance rent (if applicable).

Business Rates

Non Domestic Business Rates (NDBR) are the means by which businesses and others who occupy non-domestic property make a contribution to the cost of local services. It is your responsibility to ensure the rates applied are correct and to pay any amounts that are due.

Further information, including whether you are eligible for Small Business Rate Relief, can be found at:

Website: www.newark-sherwooddc.gov.uk/your-business/business-information/

Website: www.gov.uk/correct-your-business-rates

Stamp Duty Land Tax (SDLT)

Stamp Duty Land Tax (SDLT) is payable in respect of lease transactions. The amount of stamp duty payable is dependent on a number of factors. Your solicitor will be able to advise you of the amount payable.

Further information and SDLT calculator can be found on the gov.uk website: www.gov.uk/stamp-duty-land-tax

Land Registry

If your lease is for more than seven years, then you will have to register it at the Land Registry. It is the tenant's responsibility to register and it is recommended that a solicitor is commissioned to do so on the tenant's behalf.

Paying your rent

You are responsible for paying your rent and we are responsible for monitoring and recording all payments.

You must make sure that your rent is paid, including VAT if applicable, immediately when it becomes due. The terms of your lease will determine the frequency and when your rent is payable.

Rent is payable whether or not an invoice is received.

Should you fail to receive an invoice or have a query regarding an invoice please contact our Sundry Income Team:

Email: sundry.income@newark-sherwooddc.gov.uk

Telephone: **01636 650000** and ask for Sundry Income

We do recommend to pay by Direct Debit as this is the most convenient way to ensure your rent is paid on time. Your lease will detail if payment by Direct Debit is a requirement of your occupation. On the back of Newark and Sherwood District Council invoices, it sets out how the rent can be paid. The various methods are summarised as follows:

Direct Debit

Email or call us to discuss this option:

Email: sundry.income@newark-sherwooddc.gov.uk

Telephone: 01636 650000 and ask for Sundry Income

Online

Please follow the online payment link to 'invoice you have been sent by the Council'. You will need your invoice number.

Website: www.newark-sherwooddc.gov.uk/paymentstotheCouncil/

Credit/debit card

Please call and have your invoice number available:

Telephone: 01636 650000

BACS

Please instruct your bank to pay the money into the following bank account:

A/C name: Newark Sherwood District Council

A/C number: 56587619

Sort code: 60-21-37

Ref: [insert invoice number and customer number]

PayPoint

Bar coded invoices can be paid at all shops displaying the Pay Point logo or at any Post Office. Take your invoice with you when making this payment.

By post

Make cheques, postal/money orders payable to Newark and Sherwood District Council. Write your invoice number on the back and send to: Newark and Sherwood District Council, Castle House, Great North Road, Newark on Trent, Nottinghamshire, NG24 1BY

In person

For details of your nearest One Stop Shop and opening times please phone the number on the front of the invoice or visit the District Council website. Please quote your invoice number and customer number on all correspondence and payments

Website: www.newark-sherwooddc.gov.uk/paymentstothecouncil/

VAT

The District Council charges VAT in respect of certain asset types and estates. At the time of agreeing terms you will have been advised if VAT is applicable. If VAT is currently not applicable you will be notified if this changes.

Problems paying your rents?

If you are having difficulty paying your rents you should contact Sundry Income immediately: sundry.income@newark-sherwooddc.gov.uk or call 01636 650000 and ask for Sundry Income.

If the tenant fails to pay the rents due under the lease, the Council may take the following action:

- Commercial rent arrears recovery.
- Appoint enforcement agents to collect the rent.
- Forfeiture.

In exceptional cases you can ask us about surrendering your lease. We will assess your financial circumstances and the efforts you have made to ease the situation (for example trying to assign the lease, see page 14). However, the Council is not obligated to accept surrender of the lease and each case is individually considered. If the Council does agree to the surrender, you will be required to pay a fee for ending the lease early.

Please do not assume that you can surrender your lease simply by returning the keys or abandoning the property. Your lease is a legally binding contract and will continue regardless of these actions.

During your lease

Will the rent be increased during my term of occupation?

The terms of your lease will determine if and when your rent will increase. A rent increase occurs in the following circumstances:

- If the terms of your lease state a change in the rent payable during the period of your lease
- On receipt of a notice should your lease include a term that enables the rent to be reviewed during the period of your lease

If rent is fixed during the period of the lease it cannot be changed. In these cases the rent will be reviewed at the end of the lease period as part of the negotiations for a new lease.

Part of my premises is in need of repair/decoration. What do I do?

The terms of your lease will determine who is responsible for repairing and maintaining both internal and external parts of the premises.

All tenants are responsible for minor works and repairs including but not limited to:

- Replacing light bulbs
- Unblock drains
- Arranging the replacement of broken window glass
- Replacing broken door locks
- Decoration internally and externally
- Cleaning and tidying

We expect tenants to take reasonable precautions to prevent frozen and burst pipes inside their property in the event of extreme cold weather.

I think it is the District Council's responsibility. What do I do?

You must let the Council know promptly when any repair for which it is responsible for needs to be carried out (see 'Reporting Repairs' page). If you are unsure who is responsible for the repair, we will check the lease to confirm.

If the Council is responsible, an order will be placed for a contractor to undertake the repair as soon as possible. The work will be triaged and prioritised by the maintenance team.

If I am responsible, why should I pay for repairs when I already pay rent to the Council?

Unless otherwise stated in your lease, the tenant is responsible for the maintenance and upkeep of the premises which includes all statutory compliance and servicing requirements. This includes legionella checking, maintaining the asbestos log book, 5 year fixed wiring electrical safety check and periodic roller shutter door inspection and service. These form part of the tenant's legal obligations. The Council has a works improvement programme for the refurbishment or replacement of capital items for a property subject to condition and legal requirement. The tenant is responsible for maintaining regardless of this.

Reporting a repair

How do I report a repair?

To report a repair that the District Council is responsible for, please contact us at:

Email: property@newark-sherwooddc.gov.uk

Telephone: **01636 650000** and ask for Corporate Property

Our staff are trained to obtain all relevant information concerning the repair. Our contractor arrangements enable the Council to react quickly to repair and maintenance issues, and sets us apart from the other commercial landlords.

I have reported a repair and no one has been out yet, or I am unhappy with the repair. What do I do?

If you are unhappy with a repair please let us know so we can investigate the matter. Do not stop paying the rent as this could give the District Council grounds for taking proceedings against you. Please contact Corporate Property so we can investigate the matter:

Email: property@newark-sherwooddc.gov.uk

Telephone: **01636 650000** and ask for Corporate Property

Signage

Can I erect signage?

The terms of your lease will determine exactly what signage you can erect and where. As a rule of thumb, most tenants are permitted to erect and alter the signage on the property, subject to first obtaining the Council's consent and subject to obtaining any necessary statutory consent (if applicable).

When applying for consent you will need to confirm the size, shape, font, font size, text and location of any signage to the Council. If consent is granted it is important for you to remember that when you vacate the property you will be liable for removing the signage and making good any damage caused.

Can I change an existing estate sign board?

If you lease a property on an estate that benefits from a communal landlord's estate sign board, you are prohibited from making amendments to this. The Council will add your name to the estate sign board, free of charge on completion of the lease (logos are not permitted). If during the term of your lease you would like the name changed, you must contact Corporate Property who will confirm if the change is permitted:

Email: property@newark-sherwooddc.gov.uk

Telephone: **01636 650000** and ask for Corporate Property

Please note, you will be liable for the costs incurred in arranging and making the change to the estate sign board whether or not matters proceed to completion.

Permitted use

Your lease will state what the property can be used for.

The District Council tries to maintain a balance of trade across its units but it does not grant sole trading rights to any tenant.

I want to change or extend the permitted use of my business. What do I do?

If you want to extend or change the use you need to make a written request to Corporate Property stating the changes you wish to make.

Please send this to: Newark and Sherwood District Council, Castle House, Great North Road, Newark on Trent, Nottinghamshire, NG24 1BY or email property@newark-sherwooddc.gov.uk

Your request will be considered and the decision dependent on several factors, including whether your lease permits the use to be changed and whether there will be a conflict with the use of adjacent occupiers.

Please note, you will be liable for the Council's professional fees associated with any request whether or not matters proceed to completion.

Assignment of lease

The lease terms will determine whether or not you are able to assign (i.e. you are permitted to transfer all rights under your lease to another party). Before you do anything it is recommended that you obtain your own legal advice.

I want to sell my business/assign my lease. How do I go about this?

If you want to sell your business/assign your lease and your lease terms permit this, you must:

- find someone who is willing to pay the rent and take over the other obligations in the lease, and;
- Request and obtain formal approval from the Council.
- In order to consider the request, the following information from the person/business taking over your lease (the assignee) will be required as a minimum:
 - Full name and address. This information will be used to carry out credit checks;
 - Proof of identity;
 - New businesses/individuals must complete a Property Application Form, which can be requested from Corporate Property at: Newark and Sherwood District Council, Castle House, Great North Road, Newark, Nottinghamshire, NG24 1BY or email: property@newark-sherwooddc.gov.uk
- Written agreement to pay rent monthly in advance by direct debit;
- An appropriate rent/damage deposit (normally the higher of three month's rent or £1,000) to be held throughout the remaining term of the lease and any statutory continuation (if applicable).

Please note, the District Council reserves the right to ask for additional information and set supplementary conditions to those referenced as a guide in this handbook.

The Landlord may refuse consent to the assignment on a number of grounds such as, in the Landlord's opinion (acting reasonably) the prospective assignee, together with any guarantor, is not of sufficient financial standing to comply with the lease obligations.

If the District Council agrees to the assignment it will be subject to a number of conditions such as:

- The Council's legal and surveyor costs are paid.
- All rent is paid up to date including the insurance premium and maintenance rent/service charge.
- Entering into an Authorised Guarantee Agreement.
- Any identified repair/decoration works are completed.
- Any outstanding rent reviews are actioned.
- All tenant obligations under the terms of the lease with regards to regulatory compliance are valid and up to date.

Subject to the receipt of satisfactory references and confirmation of the above items, the Council's legal services will be instructed to prepare a licence to assign. When we confirm our agreement to an assignment and/or the licence has been issued, this does not mean that the lease has been transferred - you must arrange this with your assignee and notify the District Council.

Until legal formalities are completed, you will continue to be the tenant of the premises and liable for the rent.

What if the proposed assignee cannot supply adequate references?

If satisfactory references cannot be provided, the Council will not consent to the assignment, unless the assignee is able to identify a guarantor who is willing to guarantee the payment of rent and compliance with the lease terms on their behalf. The guarantor will be subject to, and must pass, the same reference checks.

I want to allow another business to occupy part or the whole of my premises. How do I go about it?

The lease terms will determine whether or not you are able to sub-let part or the whole of the premises or share occupation of the premises.

Before you do anything it is recommended that you obtain your own legal advice.

If you consider you have the right to sub-let or share occupation with a third party, you need to make a written request to Corporate Property at: Newark and Sherwood District Council, Castle House, Great North Road, Newark, Nottinghamshire, NG24 1BY or email: property@newark-sherwooddc.gov.uk

The proposed assignee/subtenant wants to use the unit for a different purpose. Is this allowed?

If the assignment/sub-letting involves a change of permitted use, this will require separate formal consent.

Please note, you will be liable for the Council's professional fees associated with any request whether or not matters proceed to completion.

Alterations, Inclusions and Improvements

The terms of your lease will determine whether you can carry out alterations, inclusions or alterations to the property, please refer to this in the first instance.

I want to make changes to the premises. What should I do?

If you consider you are permitted to make changes to the premises under the terms of your lease, you must seek the Council's written consent before doing so. You must provide all supporting evidence and documents required by us in order for your request to be considered.

If we approve the works, you will be provided with a licence to alter and a fee will be payable for any specialist advice, surveyors and legal costs in connection with this.

If consent is granted, this will be in the Council's capacity as landlord only and you will still need to apply for any applicable consents including (but not limited to) planning, building control and, if appropriate, listed building permission (see page 4).

It will be a condition of the grant of landlord's consent to the changes that the premises are reinstated to their original condition prior to termination of the lease. We will discuss this with you should notice be given to terminate or prior to ending of the lease.

Please note, you will be liable for the Council's professional fees associated with any request whether or not matters proceed to completion. Please note that as a tenant, you are fully responsible for all compliance matters once the lease commences. This is in relation to both the property at the time of letting and in relation to any alterations, inclusions or improvements made to the property by you as tenant.

Parking

Parking is often limited and not guaranteed so please don't assume there will be somewhere for you to park when you move into your new premises. Where we have allocated you parking, it is imperative that you only park in your allocated space(s). If we have not allocated spaces, then you must only park in the designated areas, on a first come basis, and not on grassed areas or verges.

Please note, some leases prohibit parking at the Property or on the Estate completely.

All occupiers should be able to enjoy free access to their property and we ask all our tenants to co-operate to achieve this. Access roads and other units must not be obstructed at any time.

Unless you have consent to do so, the parking/storing of the likes of trailers, boats, caravans, static homes, shipping containers, skips and vehicles that are not roadworthy etc is strictly prohibited.

Abandoned vehicles

An abandoned vehicle is one that appears not to be in regular use and has been in the same place for a period of time, usually three weeks or more. Consideration should also be given to the condition of the vehicle.

If you consider a vehicle to be abandoned please notify us:

Email: property@newark-sherwooddc.gov.uk or call 01636 650000 and ask for Corporate Property.

We will need to know:

- The location of the vehicle
- When it was first parked at the location
- Its condition
- If it appears anyone has visited it
- Vehicle's make and model
- Colour
- Registration number

We will make contact with neighbouring occupiers to establish whether the vehicle is connected to them or if they have further information about the vehicle.

If the vehicle is considered abandoned, we will report it to the District Council's Public Protection Team who will investigate further.

The costs for removal, destruction or storage of abandoned vehicles is recovered from the last known keeper. Non-payment will result in action being taken in the County Court.

Neighbour Nuisance

We want all our tenants to be able to carry on their business peacefully and without annoyance or disturbance from other occupiers.

Actions that are likely to cause nuisance, annoyance or disturbance include:

- Inconsiderate parking
- Playing loud music
- Dumping or burning rubbish
- Using foul and abusive language

I wish to make a complaint about an adjacent property/tenant

It is important to be a good neighbour and show consideration to others, but if there are instances of disagreement, we would expect tenants to first discuss this between themselves and come to an amicable solution.

If you cannot resolve the matter between yourselves and the other tenant is a District Council tenant, please contact Corporate Property who will assist you. Complaints relating to other issues should be referred to the appropriate agency e.g. environmental health, planning services.

Anti-Social and Unlawful Behaviour

For anti-social or unlawful behaviour beyond that of general nuisance, which includes physical threats, property damage, arson and drug use, the Police should be notified without delay.

Waste

Tenants are normally required to arrange their own waste and recycling collections. You will need to use a registered commercial waste contractor, or if you are a registered waste carrier, you can take your own waste to a licensed disposal or treatment site.

Some of our sites have shared waste and recycling arrangements, use of which will be subject to a service charge.

You are required to keep the area around your property clean, tidy and free from rubbish at all times.

No skips or external storage containers are allowed on site except where there is a designated bay. Skips or external storage containers will be subject to a separate licence agreement, if permitted.

Waste bins should be kept inside the unit and only put out on the day of collection unless there is a designated storage area.

With the exception of waste bins awaiting collection as above or in a designated area, you are not permitted to store rubbish outside the property as this represents a fire and health and safety risk.

Where the property has common areas such as common corridors, service yards and car park spaces, tenants are asked to ensure that these areas are kept neat and tidy and clear of rubbish for the benefit of all occupiers.

Intruder alarms

The District Council does not, by default, provide intruder alarms, although one might already be in place or have been left by a previous occupier. The provision of security measures is your responsibility, and the installation and maintenance of any additional security systems will be at your expense and subject to Landlord's prior written consent (see 'Alterations and improvements', page 15). This will allow tenants to provide the level of security appropriate to their business.

CCTV

You can use CCTV to protect your property but you will need to seek the District Council's consent to install this which is classed as an alteration (See page 15). You must also meet the requirements of the Data Protection Act 2018 and the UK GDPR. This means you must:

- Display a sign to let people know that CCTV is being used and why.
- Keep images only as long as your business needs them.
- Be able to respond to a subject access request for images or recorded footage that is retained.
- Share images with the authorities, where there is a lawful basis e.g. the Police, legal professionals, insurance companies.

Further guidance on how to use CCTV can be found on The Information Commissioner's Office website: <https://ico.org.uk/for-organisations/dp-at-the-end-of-the-transition-period/overview-data-protection-and-the-eu/>

Animals

Unless permitted under the terms of your lease, animals are prohibited on the estate and premises except for Guide/ Assistance Dogs.

Gritting

There is no provision for gritting of the District Council's commercial estates. Should you want to grit your area, you are permitted to arrange this yourself as long as it does not cause a nuisance, annoyance or disturbance to any other tenant.

Cleaning

All tenants are responsible for cleaning the areas included in their lease.

Who is responsible for cleaning communal areas?

The Council is responsible for cleaning all communal areas. If you are unsure if the area is communal or to report concerns as to the quality and/or frequency of cleaning of communal areas, please refer to your lease or contact us at: property@newark-sherwooddc.gov.uk or call 01636 650000 and ask for Corporate Property.

Grounds Maintenance

Who is responsible for grounds maintenance?

All tenants are responsible for the grounds maintenance of any external areas included in their lease. It is a condition of all leases that your areas must be kept clean and tidy at all times.

Who is responsible for the grounds maintenance of communal areas?

The District Council are responsible for the grounds maintenance of all communal areas. If you are unsure if the area is communal or have concerns as to the quality and/or frequency of maintaining, please refer to your lease or contact us at:

property@newark-sherwooddc.gov.uk or call 01636 650000 and ask for Corporate Property.

Service charge

A service charge is the method by which a landlord recovers the costs incurred in providing services in communal areas (that is, the parts of the site that are shared between various tenants) at a multiple let estate/building.

What items of expenditure are included in the service charge?

The services provided vary at each estate or building. For example, multi-let offices normally have communal corridors, meeting rooms, welfare facilities and a kitchen that all the tenants can use. The provision of such services has costs associated with them, for example, cleaning, utility (i.e. electricity) charges, repairs and maintenance.

If a building does not have any internal communal areas, there are still costs which are covered by a service charge, for example grounds maintenance, clearing of gutters, pest control, security, etc. The service charge includes management and other fees for administering these services, details of which set out annually in a separate schedule along with an estimate of the charges. For any further information regarding service charges, contact us at: property@newark-sherwooddc.gov.uk or call 01636 650000 and ask for Corporate Property.

Health and Safety Requirements

Newark Sherwood District Council is responsible for letting a property which is compliant with current Health and Safety regulations, this responsibility passes to you as tenant when the lease commences.

All tenants should keep themselves updated and should satisfy all of their own health and safety responsibilities and requirements.

You are responsible for the health and safety of, and have a duty of care for, everyone affected by your business and its activities. This includes both employees and visitors to the premises e.g. customers, contractors etc. Newark and Sherwood District Council is only

responsible for compliance of any Health and Safety legislation that relates to the communal parts of multi-let buildings or areas and, as a tenant, you must not utilise these common areas outside of your leasehold without formal approval from the Council. You, as an employer, are responsible for all Health and Safety legislation that relates to the area demised under your lease. Further information as to your obligations can be found here: www.gov.uk/renting-business-property-tenant-responsibilities

You should conduct a thorough assessment of the risks your business faces. Risk is the chance, high or low, that someone or something could be harmed by a hazard. Hazard means anything that can cause harm, e.g. chemicals, electricity, a slippery floor. You must have a policy for how you look after health and safety. If you employ five or more people, this policy must be in writing. Further information is available on the HSE website: www.hse.gov.uk

Fire Safety and Fire Risk Assessments

The Regulatory Reform (Fire Safety) Order 2005 applies to all non-domestic premises in England and Wales. The law applies to you if you are responsible for business premises, an employer or self-employed with business premises, a charity or voluntary organisation.

Under the Order, the responsible person must take steps to:

- Identify and control fire risks
- Carry out a fire safety risk assessment
- Implement and maintain a fire management plan

As the occupier of premises, you must undertake a fire risk assessment and, where appropriate, link the risk assessment into a wider assessment in respect of larger premises, which should be co-ordinated by the premises manager. A written record must be made if you employ five or more people, or a licence is in force for the premises, such as one for the sale of alcohol or providing entertainment.

If requested, you must provide a copy of your fire risk assessment to the Council within five working days of any request. The Council will undertake fire risk assessments for common areas.

Guidance and information regarding fire safety including how to undertake the fire risk assessment can be found at: www.hse.gov.uk/toolbox/fire.htm

Electrical Safety

The Electricity at Work Regulations 1989 impose health and safety requirements with respect to electricity at work. You must assess the risks of your use of electricity at work and take steps to control these risks, ensuring that electrical installations, fixed and portable appliances are tested and safe, incorporating preventative maintenance and ensuring safe systems of work.

We strongly recommend you seek independent professional advice in regard to electrical safety as individual requirements differ depending on the type of commercial premises being occupied and your use.

At the commencement of your lease you will be provided with an up to date EICR electrical test certificate for the installed hard wired supply in the property. It is your responsibility to keep this updated and to ensure any subsequently identified works are carried out. Any work must be completed by a registered and competent electrician who can provide the requisite electrical test certificate.

If requested, you must provide a copy of any electrical certificates to the Council within five working days of any request.

For the avoidance of doubt, the Council as Landlord is not responsible for Portable Appliance Testing (PAT Testing). You as tenant are fully responsible.

Further information on electrical safety at work can be found at: www.hse.gov.uk/electricity/

Gas Appliances

In the event of your premises having any form of gas appliances and/or flues, they must be tested in accordance with the Gas Safety (Installation and Use) Regulations 1998. In commercial premises it is the tenant's responsibility to undertake the tests.

The Gas Safety (Installation and Use) Regulations 1998 require that:

- A gas boiler is serviced annually by a registered contractor;
- Gas catering equipment is serviced annually by a registered contractor;
- All gas appliances have an annual gas safety check carried out by a registered contractor.

The Gas Safe Register is the official gas registration body for the United Kingdom and operates under an agreement with the Health and Safety Executive.

Further information can be found here: www.hse.gov.uk/toolbox/gas.htm

At the commencement of your lease, you will be provided with an up to date Landlord's Gas Safety Certificate. It is your responsibility to keep this updated and to ensure any subsequently identified works are carried out.

If requested, you must provide a copy of your Gas Safety Certificate to the District Council within five working days of any request.

Water Supply

Employers who manage premises with hot/cold water services and/or wet cooling systems (e.g. evaporative condensers) must understand the health risks associated with legionella and how to control those risks.

There is a requirement to notify Environmental Protection of all wet cooling towers. Further information and an online notification form can be found on the website.

For the technical detail on how to manage and control the risks in your system, you should consult the Approved Code of Practice (ACOP) and guidance "The Control of Legionella Bacteria in Water Systems" and "Legionnaires Disease: A Brief Guide for Duty Holders", which are available on the HSE website: <https://www.hse.gov.uk/legionnaires>

Newark and Sherwood District Council is responsible for the control of Legionnaires Disease for services that fall within the communal parts of multi-let buildings. You as employer are responsible for the control of Legionnaires Disease that relate to the area demised under your lease and you must have suitable control measures in place.

Asbestos

Whoever is responsible for maintaining all or part of a business premises (or any building or premises that is not a private dwelling) has a legal duty to manage any asbestos in that premises.

Depending on the terms of the lease, this could be you as the tenant or the Council as the landlord. In the event that maintenance responsibilities are not clearly specified, the legal duty rests with the party which has the greatest degree of control over the premises. In most circumstances the responsibility lies with you as the tenant.

Where you are the legal duty holder, you must comply with current legislation which includes but is not limited to:

- Taking reasonable steps to determine the location and condition of materials likely to contain asbestos;
- Presuming materials contain asbestos unless there is strong evidence that they do not;
- Keeping an up-to-date record of the location and condition of the asbestos-containing materials (ACMs) or presumed ACMs in the premises;
- Assessing the risk of the likelihood of anyone being exposed to fibres from these materials;
- Providing information on the location and condition of the materials to anyone who is liable to work on or disturb them;
- Preparing a plan setting out how the risks from the materials are to be managed;
- Taking the necessary steps to put the plan into action;
- Reviewing and monitoring the plan periodically.

Remember that even if you are not legally responsible for managing asbestos risks in your premises, you have a legal duty to co-operate with the party who is; this is known as the 'duty to assist'.

Tenants, for example, must allow the landlord access to the premises to conduct inspections (if applicable). If the tenant has the responsibility, a landlord must disclose relevant information to both current and new tenants.

Where the Council has undertaken an asbestos survey of the premises, this does not infer any legal responsibility or liability. A copy of the asbestos survey will be passed to the tenant relating to the area occupied as part of the 'duty to assist'.

Anyone undertaking any work to the premises must check the asbestos survey before commencing.

At the start of your lease you will have been provided with an up to date Asbestos Management Plan. In accordance with statutory legislation you are responsible for arranging for the Asbestos Management Plan to be updated every 12 months (as a minimum) in accordance with the Control of Asbestos Legislation Regulations 2012.

If requested, you must provide a copy of your Asbestos Management Plan within five working days of any request.

Further information is available here: <https://www.hse.gov.uk/asbestos/>

Smoking

Smoke-free legislation was introduced in England in 2007, banning smoking in nearly all enclosed workplaces and public spaces.

Businesses must:

- Display 'no smoking' signs in all workplaces and vehicles;
- Make sure people don't smoke in enclosed work premises or shared vehicles;
- Not provide staff smoking rooms. All smokers must go outside.

Please ensure any staff or visitors that smoke:

- Smoke outside away from any buildings;
- Do not cause a nuisance to any occupiers or members of the public;
- Dispose of cigarettes responsibly.

Please note, disposing of cigarette butts and similar on the floor or grounds of the estate is strictly prohibited.

Businesses can be fined up to £2,500 if they don't stop people smoking in the workplace or up to £1,000 if they don't display 'no smoking' signs. Further information can be found here: <https://www.hse.gov.uk/contact/faqs/smoking.htm>

Regulatory Compliance

The information above is included in this Handbook as guidance only.

Newark and Sherwood District Council is only responsible for compliance of any Health and Safety legislation that relates to the communal parts of multi-let buildings.

You as employer are responsible for all Health and Safety legislation that relates to the area demised under your lease.

No reliance can be placed on the information in the above section. The list is not exhaustive and you as the tenant are fully responsible for obtaining your own independent advice about compliance.

Ending Your Tenancy

What happens at the end of my lease - will I be granted a new lease?

A commercial lease usually continues until its end date unless a termination clause has been included. Before your current lease ends, we will contact you six months prior and discuss options with you.

Please note that the District Council is not always obligated to renew your lease. Reasons for not renewing your lease include, but are not limited to:

- You have rent arrears
- You have not maintained or repaired the premises to an acceptable standard
- You have not maintained mandatory compliance standards
- Anti-social behaviour

How do you decide the terms of my new lease?

We will contact and discuss the terms of your new lease with you. If you want to discuss a renewal at any point, please do not hesitate to contact Corporate Property:

Email: property@newark-sherwooddc.gov.uk

Telephone: 01636 650000 and ask for Corporate Property

Notice periods

If your lease permits you to terminate before the end date, you must give the required amount of notice as specified in your lease. Notice must be given in writing as set out in your lease; a telephone call or email is not sufficient.

Notice must be served on the District Council for the attention of Corporate Property at:

Newark and Sherwood District Council, Castle House, Great North Road, Newark,
Nottinghamshire, NG24 1BY

Repair, decoration and condition

Before you leave, you must provide the District Council with full vacant possession and leave the premises in good condition, repair and compliant as set out in your lease. The premises must be handed back in the same layout as when you took occupation. Reference will be made to the Schedule of Condition carried out at handover to you.

What do I need to do before moving out?

All your goods, fixtures and fittings, including any tenants' improvements or alterations to the property, must have been removed from the premises and any damage caused by their removal must be made good. The repair, decoration and compliance requirements under the lease must be complied with. Any additions to the standard electrical fit-out must also be removed.

The property must be left clean and tidy and suitable for immediate occupation. You must also provide us with a photograph of your final utility meter readings.

You will also need to provide us with up-to-date compliance documentation including Electrical Safety Certificate, Gas Safety Certificate, Legionella log book and updated Asbestos Management Plan etc. We will advise what documentation is required to be presented when notice has been given.

What are dilapidations?

Dilapidations are those works which, in the opinion of a landlord, are necessary to ensure a tenant has complied with their repairing decoration and maintenance obligations under the terms of the lease.

In assessing your dilapidations liability, we will have regard to the photographic schedule of condition attached to your lease (if applicable).

The District Council will exercise the right to inspect the premises, prior to the expiry or termination of the lease, and will, if necessary, serve notice on you of those matters which require to be rectified to ensure compliance with your maintenance obligations. In some circumstances, the Council reserves the right to instruct a third party specialist to assist with this process.

Usually you will be notified of your dilapidations responsibility by being sent a document called a 'Schedule of Dilapidations'. If you do not undertake the work within a specified time, the Council reserves the right to arrange for the work to be undertaken and to recover the costs from you. The Council may also seek to claim loss of rental income on the grounds of failure to comply with the lease obligations if this has delayed the letting of the property to another tenant.

Clearing the property

As well as carrying out any repairs we consider necessary, you must make sure that all your goods and equipment are removed from the property and it is left clear, clean and tidy. If you leave any items in the property, we will give you reasonable notice that they

must be removed. If you do not remove the items within the time frame indicated in the notice, the Council will deem these as abandoned and we reserve the right to sell or dispose of anything you have left. You will be responsible for any costs we incur, and we will use the proceeds of any sale towards any outstanding payments due to us. If we have to clear the building, we will not accept responsibility for loss caused as a result of the removal of any item from the property.

When you leave

On the date you leave you will need to:

- Read all utility meters and provide us with a photograph of the reading that also includes the serial number of the meter;
- Notify utility suppliers of your departure;
- Notify the suppliers of your telephone, fire alarm, security alarm etc.
- Provide us with evidence that any gas and electrical appliances have been regularly serviced and maintained under a service agreement;
- Provide up-to-date and valid compliance certifications such as electrical/gas/asbestos certificates and confirmation that any identified faults have been rectified. In the absence of this, the Council will commission such certificates and we reserve the right to recover the cost of the report and the cost of rectifying the defects;
 - Secure the property and return all keys to Corporate Property. Please note that returning the keys before the agreed vacation date will not terminate your liability unless previously agreed in writing by the Council.

Additional information

Set out below is additional information we hope you find helpful.

Energy Performance Certificate

An EPC is required on the sale, rental or construction of most commercial buildings.

This will include the assignment or sub-letting of premises. In these circumstances, the responsibility for obtaining the certificate rests with the tenant, as you will be selling your interest in the premises. Before arranging an EPC you must obtain the Council's prior written consent to do so.

The certificate is valid for ten years, providing there have been no material changes.

An EPC is required for buildings that have a roof and walls and use energy to condition the indoor climate (i.e. heating system, air conditioning or mechanical ventilation).

Further information can be found on the gov.uk website: www.gov.uk/energy-performance-certificate-commercial-property

Business Continuity Planning

Business Continuity Planning is the means by which organisations plan to maintain their business in the event of adverse impact to critical elements of that business. It is the process of planning for the unexpected.

An effective plan will provide you with procedures to minimise the effects of unexpected disruptions. The plan should enable your business to recover quickly and efficiently, with minimum disruption to your day to-day activities.

It is your responsibility as the tenant to make suitable arrangement for business continuity. The Council is not liable for arranging this for you and it is not covered by the Council's buildings insurance policy.

Equality Act

Equality law applies to everyone responsible for running a business or who might do something on its behalf, including staff if you are an employer.

Further information can be found on the Equality and Human Rights Commission website: <https://www.equalityhumanrights.com/en>

Feedback

Your feedback is important to us and we welcome all comments.

Your views

If you have any comments or suggestions about this guide please send them to us at: property@newark-sherwooddc.gov.uk

We aim to deliver our services efficiently, fairly and politely. If you are not satisfied with our work regarding property management issues please contact us: customerservices@newark-sherwooddc.gov.uk

Equality and diversity

We value the diversity of people in NSDC and are committed to ensuring equality of access to all our services.

Further information can be found on the District Council's website: www.newark-sherwooddc.gov.uk/equality/

Complaints and compliments

We aim to provide our customers with good services, but sometimes things go wrong. When this happens, we want you to tell us so that we can put these things right.

If you have ideas about how to improve our service, or if you are pleased about the service you have received, we would also like to hear from you.

Further information about the District Council's corporate complaints procedure and how to provide feedback can be found on the Council's website: www.newark-sherwooddc.gov.uk/contactus/

Useful contacts

Corporate Property

For help with your property and lease agreement:

- Lease agreement
- Giving notice
- Rent reviews and lease renewals
- Common area issues including parking, lighting, maintenance
- Consents for signage, alterations, inclusions and improvements
- Capital upgrades

Email: property@newark-sherwooddc.gov.uk

Telephone: 01636 650000 and ask for Corporate Property

Income and Payment

For help with your rent and other payments:

- Rent payments or arrears
- Deposits

Email: sundry.income@newark-sherwooddc.gov.uk

Telephone: 01636 650000 and ask for Sundry Income

Business Rates and Grants

For help with your business rates and grants:

- Non Domestic Business Rates (NDBR)
- Small business rate relief
- Rate payments
- Rate arrears
- Rate assessments
- Grants

Email: business.rates@newark-sherwooddc.gov.uk

Telephone: 01636 650000 and ask for Revenues

Business Regulatory Support

For wider regulatory and consent matters:

- Licensing
- Food Safety
- Health and Safety
- Trading Standards
- Fire Safety
- Planning/ Building Control
- Environmental Consultancy
- Pest Control

Email: environmental.health@newark-sherwooddc.gov.uk

Telephone: 01636 650000 and ask for Environmental Health

Growth Hub

For free and confidential business advice:

- Business planning
- Skills development
- Investment and support

Website: www.investnewarksherwood.co.uk

Email: economic.growth@newark-sherwooddc.gov.uk

Telephone: 01636 650000 and ask for Economic Growth