

Tenant's Handbook

Estates and Investments

Telford and Wrekin's most flexible commercial landlord



01952 384333



estates&investments@telford.gov.uk



www.telford.gov.uk/business



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Your Landlord – Telford & Wrekin Council

Telford & Wrekin Council is one of the leading and most flexible commercial landlords in the borough, and with its comprehensive property portfolio prides itself in being able to identify suitable premises for those starting up, enlarging their business or relocating.

Our premises are let on a range of leases and we aim to be flexible where possible to meet your business needs. The terms for each property do vary (eg. some are let on internal repairing terms while others may be let on a full repairing basis), and it is important that you understand these before entering into any new agreement. We are happy to answer any queries you may have.

This handbook outlines the main points involved when taking occupancy of a Council property and introduces the dedicated Business Support and Repair and Maintenance Help Desk Services that we are able to provide.

The Council's commercial premises range from small offices and industrial workshops, to larger accommodation for expanding and well-established companies. The Council also has a large number of retail premises located in it's borough centres. Details of all of our available properties may be viewed by visiting **www.telford.gov.uk/business** and **www.estatesandinvestments.co.uk**

Estates & Investments act as managing agents for all of the Council's commercial premises.

Any enquiries should be addressed to:



Telford & Wrekin Council, Estates & Investments,
Darby House, Telford TF3 4JA

Tel: **01952 384333**

Email: **estates&investments@telford.gov.uk**

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

Business support

Working with One Telford, Estates & Investments is now able to offer effective business support to prospective and existing Council tenant's. Operating as the inward investment arm of Telford & Wrekin Council, One Telford is fully focused on supporting individuals and companies within the borough. Their specialist knowledge and support extends to:

- The provision of research around property locations ensuring individuals and companies identify the most appropriate site for their business needs
- Advising on grants and financial assistance
- Introductions to local intermediaries and advisers
- Business aftercare
- Practical engagement with local companies to support investment and expansion plans
- Supporting staff recruitment and training

For more information, please contact One Telford on **01952 567567** or visit **www.onetelford.co.uk**

Repair and Maintenance Help Desk

Our dedicated help desk is the first point of contact for all customers wishing to report repair and maintenance issues. Staff are trained to obtain all relevant information concerning the repair, make access arrangements and confirm whether the repair is the Landlord or tenant's responsibility.

The Council's response maintenance is undertaken by local contractor Jones & Hampton, who in the case of emergencies can attend within two hours of an incident being reported. The help desk and term contractor arrangements enable the Council to react quickly to repair and maintenance issues, and sets us apart from other commercial landlords.

The Repairs and Maintenance Help Desk can be contacted on **01952 384584**
or out of hours on **07976 100276**

Our Estates Management policy

The Council will not grant leases where the proposed use is likely to provide direct competition, conflict with existing tenants, or where the proposed use will have a negative impact on future lettings and value of the investment.

Our Lettings policy

Once you have identified and viewed a suitable property, we will forward an Application to Lease Council Premises form for completion. Once we have received the signed application form, we will carry out a credit check on individuals; or a company search if

the tenancy is to be held in a company name. An offer letter detailing the main terms and conditions of the letting will then be forwarded for your approval in writing. The Council will request a rent bond or seek guarantees if the outcome of the credit check or company search is deemed unsatisfactory. This is determined by the overall score obtained and perceived risk to the Council.

Make sure you consider the size of the property as it is important to allow enough space for the various processes of your business, but at the same time, you do not want to pay for space you do not need. We also strongly recommend that you check what planning use the property can be put to together with any restrictions that may exist for the site (eg. hours of operation, noise limits). For uses that involve the production or sale of foodstuffs we further recommend that you liaise with the Council's Environmental Health Team on **01952 381818** or email **environmental.health@telford.gov.uk**

Once terms have been agreed, the Council's solicitor will be instructed to send a draft lease for approval. You may choose to deal with this yourself or instruct a solicitor.

You can move into your new premises only when you have signed an engrossed lease, paid the completion monies due, and returned the direct debit mandate for the on going amount due. It is important therefore that you do not delay dealing with any paperwork. On occasion it may possible to move in to the property before you have signed the lease but only by written agreement with the Management Surveyor.

Rent-free incentives may be awarded depending on market conditions that exist at the time or in lieu of works to be undertaken by the new tenant. The Council will document the reasons for rent-free awards in order to avoid any future inconsistencies. You are required to register your details with all public utility companies on the very first day of your occupying a property.

Main lease terms

The majority of the Council's premises are let for a minimum term of three years. Our aim is to be flexible where possible and meet individual requirements. We are therefore able to offer a range of alternatives upon request as guided by the Code of Practice for Leasing Business Premises Commercial Leases, produced by The Royal Institution of Chartered Surveyors.

All the terms of your tenancy are controlled by what the lease says so it is very important that you understand all the clauses and know exactly what you are entering into. The following indicate the main terms of the lease:

1. Rent

Rent is usually paid monthly or quarterly in advance by direct debit. Queries relating to this should be made to the Council's Business Revenues Section on **01952 383986**

or email to **businessrevenues@telford.gov.uk**

If you having problems paying your rent, please discuss it as soon as possible with Estates & Investments on **01952 384333**, or email **estates&investments@telford.gov.uk**

Estates & Investments will work with Business Revenues to try to help you. Failure to keep up to date with any agreed payment terms will result in bailiffs being appointed to collect the debt, and involves additional costs.

2. Repairs

The Council's properties are generally let on one of two types of arrangement:

a) Full Repairing Lease

This means the tenant is responsible for all repairs and decorations, both internal and external, and is obliged to keep the premises in good condition, carrying out all repairs, renewals and replacements to the satisfaction of the Council.

b) Internal Repairing Lease

This means the Council is responsible for the structure of the building and the external fabric, while the tenant is responsible for internal repairs, decorations, windows and doors. If you have an Internal Repairing Lease and there is a need for repairs to be carried out you can contact the Repairs and Maintenance Help Desk who will make arrangements for the Council's term contractor to attend.

Both types of leases require you to decorate the premises internally and sometimes externally on a periodic basis and always in the last year of your lease. You should note that the Council reserves the

right to inspect the premises, after giving reasonable notice, to ensure compliance with lease covenants. If you do not undertake repairs and decoration, the Council will take steps to carry them out and reclaim the cost together with administration fees.

3. Insurance

It is normal for the Council to insure the structure of its buildings and recharge tenants an annual premium. Representatives of our insurance company make inspections and you will need to comply with their requirements to avoid a penalty premium. The contents, fixtures and fittings (including those of the landlord) and glass are not covered and each tenant must arrange their own insurance cover in respect of these items.

Where any damage occurs to the premises, it must be reported to Estates & Investments within two working days so that a Council's term contractor can be instructed to carry out repairs. If the damage occurs out of normal office working hours you can phone **07976 100276**. Each insurance claim is subject to an excess, for which you will be invoiced upon completion of the repair works. The amount is subject to annual review.

The Council is unable to reimburse any works arranged independently by tenants and undertaken by non-approved contractors.

4. Service Charges

In some instances the Council provides services to common areas such as (but not exclusively), repairs and maintenance, landscaping, litter clearance, lighting, and security. The cost of providing this is recharged to tenants in the form of a service charge.

This cost is set according to the floor area occupied by each tenant and operated in accordance with the Code of Practice for Service Charges introduced by The Royal Institution of Chartered Surveyors. External repairs and decoration may also be recharged in this way.

5. User Clauses

The user clause within the lease specifies the approved use for a particular property. This is the only permitted use that the property may be used for and is often controlled in retail centres to help the viability of small businesses. It is important that you keep to the terms of your lease and respect the rights of other tenants.

The Council tries not to interfere in the daily running of businesses, but will take legal and planning enforcement action where a user clause is being infringed.

6. Rent Reviews

It is not uncommon for leases of commercial and industrial property to include a rent review after a specified number of years. At this time, the landlord can increase the rent to the current market rent for the premises, unless the rent review clause in the lease provides that some other formula be used to calculate the rent. If you disagree with the proposed new rent, you can negotiate with the landlord either yourself or through an agent, giving appropriate evidence. If the two sides cannot reach agreement, the matter will usually be referred to a third party to decide the final figure. This process may involve additional costs to both sides.

7. Fixtures & Fittings

The premises will contain fixtures and fittings installed by the landlord, such as electrical fittings, toilets, sinks etc. These are the property of the Council and must not be moved without its permission. If you do alter or remove fixtures, you will be asked to reinstate them at the end of the lease.

It is also your responsibility to keep these in good condition and to replace them when they become broken or worn out and to keep them insured.

8. Alterations

Before making any alterations to the premises, you must obtain the Council's written permission as landlord. A fee will be payable to the Council for its consent and preparation of a Licence for Alterations. Any planning or building regulations approval that may be required must be applied for separately and obtained before completion of the licence. For further information on planning and building regulations contact Development & Design, at Darby House, Telford, TF3 4LF, phone **01952 380380** or email **planningcontrol@telford.gov.uk** Even if you are granted landlord's permission for any alterations, it may be a condition of the lease that the premises, including all electrical work, are reinstated to their original layout when you leave and that the Council's Legal & Surveyors fees are met.

9. Change of Use

Any proposal to change the use of any premises must first be approved by the landlord before it takes place, and will require an alteration to the lease. A fee will be payable to the Council for its consent and preparation of a Deed of Variation. Discuss your plans with Estates & Investments at an early stage

and we will try to help. In some cases, it may not be possible to agree to a change because of an issue such as unsuitability of the premises, clash with neighbouring businesses etc. Where a change of use is approved the landlord reserves the right to review the rent and/or request a premium. It may also be necessary to obtain the relevant planning permission.

10. Surrender/Termination

If you want to give up your premises, you can do this in two ways:

You can decide not to renew your lease when it ends or, if the lease allows you may request permission to surrender your lease during the term. It will be necessary to give Estates & Investments as much written notice as possible and, depending on the individual request, length of time left on the lease and rent payable, you may be required to pay a surrender premium. There will also be fee payable to the landlord for the preparation of a Deed of Surrender.

Prior to the actual surrender date, there will be an inspection of the premises and a Terminal Schedule of Dilapidations produced. The schedule lists all the works that need to be carried out prior to vacating. A minimum fee of £250 is payable to the landlord for the preparation of the Terminal Schedule of Dilapidations. This amount is subject to annual review. Until the surrender has been agreed, the works needed have been carried out and the Deed of Surrender signed, the tenant will continue to be responsible for paying the rent and all outgoings for the premises.

You should also notify all public utility companies and the Council of final meter readings on the day that you surrender the property.

11. Assignment

Where the lease allows, it is sometimes possible to sell your business and the remainder of your lease together, referred to as an assignment. You must obtain the Council's written consent, have adhered to all lease covenants and completed a Licence to Assign before completing any contractual obligations or relinquishing control of the premises. It is vital therefore that you consult the Council at the earliest opportunity and give full details of the proposed assignee. The Council will ask the prospective assignee to complete an Application to Lease Council Premises Form and undertake a credit check/company search against the individual or company. The Council will request a rent bond or authorised guarantee agreement if the outcome of the credit check or company search is deemed unsatisfactory or may withhold its consent altogether. The amount of rent bond payable is determined by the overall score obtained and perceived risk to the Council.

It is not always possible to change the use of the premises, so make sure you know exactly what the individual/company you are assigning to intend to do with the premises. A fee is payable for landlord's consent and the Licence to Assign.

If your status changes, for example, you become a limited company, you must contact Estates & Investments in order for your lease to be varied.

12. Lease Renewal

Between 12 and six months before the end of your lease, the Council will normally serve you with a formal notice advising that your lease is ending. If you have not been in breach of the terms of your lease, the notice will state that the Council has no objection to grant a new lease, subject to the agreement of terms.

You must reply to this notice as soon as possible if you want a new lease and you should consult your solicitor if you are in any doubt about the correct procedures.

In general, the new lease will be on similar terms to the old one except for the rent, which may be increased to reflect current market rents, and an updated of wording if this is necessary in any respect.

Agreement on all terms should be completed well before your tenancy expires, so that the new lease can be prepared and signed before the date of commencement.



General estate information

Business Rates

Business rates are payable on all commercial premises by the tenants. They are charged on an annual basis from April 1 each year and can be paid in a lump sum or in 10 monthly instalments from April to January. If you prefer, you can pay by direct debit. For further information and how to claim contact the Customer Contact Centre on: **01952 383838** or email **business.revenues@telford.gov.uk** or write to Revenues and Benefits Services Telford & Wrekin Council, Civic Offices, Telford, TF3 4LP

Chemicals

The use or storage of any chemicals in industrial units must comply with current Fire Regulations and Health & Safety Regulations. Insurance policies can be invalidated if chemicals are being used without this having been declared. Please ensure that Estates & Investments have full knowledge of what you are proposing to do.

Indicator Boards

On the industrial estates and at some of our larger office premises there are tenant indicator boards, which will be updated to include your name. Please ensure you give the correct details to Estates & Investments when first leasing the premises. Any subsequent alterations will be charged for.

Parking

Please be considerate about parking and the coming and going of delivery vehicles. Some estates can become congested at times when everyone is very busy. There are adequate parking spaces for everyone but it may not always be possible to park your vehicles directly in front of your premises all day, even if spaces have been provided. The number of vehicles you have and the number of staff is an important factor to consider when choosing premises to lease. Please note that the Council will remove any vehicles that are untaxed, un-roadworthy and considered dangerous. The cost of removal will be recharged in full.

Skips

The Council permits the use of lockable skips only on its industrial estates. These should ideally be located in yard areas and always away from industrial premises.

Refuse Disposal

Every business has different requirements for refuse disposal and it is your responsibility to ensure that all rubbish is removed from your premises. A disposal service is not provided under the terms of the lease. Telford & Wrekin Services (TWS) provide a commercial refuse collection service. For further information and charges please phone **01952 567001** or email **enquiries@tandws.co.uk** The Council will recharge the cost of removing any waste where the tenant has failed to do so after reasonable request.

Useful contacts

Estates & Investments

Property & Design, Darby House

Telford TF3 4JA

Telephone **01952 384333**

Email **estates&investments@telford.gov.uk**

Business Revenues

Resources, Civic Offices, Telford TF3 4LF

Telephone **01952 383986**

Email **businessrevenues@telford.gov.uk**

Repairs and Maintenance Help Desk

Property & Design, Darby House, Telford TF3 4JA

Telephone **01952 384584** and **07976 100276**

(out of normal office working hours)

Development & Design

Darby House, Telford TF3 4LF

Telephone **01952 380380**

Email **planningcontrol@telford.gov.uk**

Telford & Wrekin Services

Granville House, St Georges Road

Donnington, Telford TF2 7RA

Telephone **01952 567001**

Email **enquiries@tandws.co.uk**

The Valuation Office

(Business Rates & Rateable Values)

Telephone **0845 6021507** www.voa.gov.uk

Relocation/expanding/downsizing

Telephone **01952 384333** Visit our website for all available property www.telford.gov.uk/business and estatesandinvestments.co.uk

Utility companies



British Gas Business

(Gas & Electricity)

Telephone **0845 6030788**

www.britishgasbusiness.co.uk

Npower (Gas & Electricity)

Telephone **0845 1663360**

www.npower.com

E-on (Electricity)

Telephone **0800 051 5517**

www.eon-uk.com

Severn Trent Water (Water)

Telephone **08457 500500**

www.stwater.co.uk

British Telecom (Telephones & ICT)

Telephone **0800 7076324**

www.bt.com

Virgin Media (Telephones & ICT)

Telephone **0845 4541111**

www.virginmedia.com





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