

# **PROPERTY MANAGEMENT & DEVELOPMENT**

## **TENANT'S HANDBOOK**

**For monthly leases of industrial property**

**June 2015**

**DATA LABEL: PUBLIC**



# Handbook for Industrial Tenants

<b>Table of Contents</b>	<b>Page</b>
<b>1. Introduction</b>	<b>4</b>
1.1 About this Handbook	4
1.2 Professional Advice	4
1.3 About Property Management and Development	4
1.4 Contacting us	4
<b>2. Moving In</b>	<b>5</b>
2.1 Schedule of Condition	5
2.2 Insurance	5
2.3 Asbestos	6
2.4 Electrical and Gas Safety	7
2.5 Legionella	8
2.6 Fire safety	8
2.7 Health & Safety	8
2.8 Smoking	8
2.9 DDA	8
2.10 Security and Intruder Alarms	9
2.11 Energy efficiency	9
2.12 Things to do straight away	9
<b>3. During your Lease</b>	<b>10</b>
3.1 Tenant responsibilities	10
3.2 Council's responsibilities	12
3.3 Getting repairs done	13
3.4 Signage	13
3.5 Length of Occupancy	13
3.6 Increases in rent	13
3.7 Safety in your property	14
3.8 Breaching the terms of the Lease	14
3.9 Out-of-hours emergency contact	14
<b>4. Ending Your tenancy</b>	<b>15</b>
4.1 If you want to leave	15
4.2 Repair, decoration and condition	15
4.3 Clearing the property	16
4.4 When you leave	16
<b>5. Complaints Comments and Suggestions</b>	<b>17</b>
5.1 How to complain	17
<b>APPENDIX</b>	
<b>Property Insurance - Industrial &amp; Commercial Units</b>	
<b>Additional information for Tenants</b>	<b>18</b>

# 1. INTRODUCTION

## 1.1 About this Handbook

The handbook assumes you are a tenant occupying industrial property under a monthly Lease. It explains the terms of your lease in more detail, and tries to cover questions or issues that have been raised by tenants in the past. However, if you have any specific queries please do not hesitate to contact the designated Property Manager. West Lothian Council (the Council) aims to provide a courteous and helpful service to all our tenants, and their representatives, at all times. Staff will be available to discuss any matters relating to your tenancy during normal office hours.

To make the most effective use of this handbook, please keep it in the pack provided, alongside your Lease. We hope you find the handbook useful. But remember we are only a phone call away if you have a problem.

We will try to keep the handbook up to date, as our tenants raise new issues. If you can't find the answer to your question here, look for an updated version of the handbook on our web site, [www.westlothian.com/pmd](http://www.westlothian.com/pmd). The date of issue is shown on the front cover.

## 1.2 Professional Advice

This handbook gives you an indication of your rights and responsibilities as a commercial tenant of the Council. It is a reference point only, not a statement of law, and does not alter any contractual obligations placed on either the Council (as landlord) or you (as tenant). So, while we hope that the handbook is of some help, it cannot in any way be considered as a substitute for seeking independent professional advice, should it be necessary. Before signing your lease you were advised that you should take legal advice, and you should consider this course of action if in doubt over any of the provisions of your lease during the course of your tenancy.

Your Lease (which we sometimes refer to as a missive of let) is a legally binding contract between you and the Council, which sets out the basis of your occupation of Council property. The Council expects its tenants to comply with the legal obligations they have agreed to observe, just as you will expect the Council to honour its commitments.

## 1.3 About Property Management & Development

Property Management and Development (PM&D) is part of the Council's Finance and Estates Services. The Council owns a large portfolio of commercial premises, including shops, industrial units/workshops and offices that are 'non-operational'. This means they are not used for the direct delivery of Council services. These properties are let on a commercial basis to generate income for the Council to help to pay for the services it provides to local residents, and also to support the development of local businesses.

## 1.4 Contacting us

PM&D deals with all aspects of the letting and management of the Council's commercial properties. We are based at West Lothian Civic Centre, Howden South Road, Livingston and can be contacted on 01506 281836, or e-mail - [propertymanagement@westlothian.gov.uk](mailto:propertymanagement@westlothian.gov.uk)

Each property is allocated to a Property Manager who is responsible for the management of the property and who should always be your first point of contact. You will be told the name of the Property Manager when you take entry to your unit. The contact details for all PM&D staff can be found on [www.westlothian.com/pmd](http://www.westlothian.com/pmd). PM&D is committed to achieving and maintaining a positive and constructive relationship with its tenants.

## 2. MOVING IN

This section explains a number of things you should be aware of, and other things you must do, before you move into your property. In particular, as the occupier of a property, you have a responsibility to comply with a number of legal and Health & Safety requirements. We have set out those that are most important, and indicated where you can find more information. It is intended to give general advice only, and tenants should take their own expert advice in relation to the assessment of risk, the detail of appropriate prevention measures required and the legal responsibility. We recommend that you familiarise yourself with these issues before you move in.

### 2.1 Schedule of Condition

At the start of your Lease the Council will arrange for a photographic Schedule of Condition to be prepared. This will illustrate the actual condition of your property at the start of your Lease. It may also include a written description of the condition of the property. The schedule is signed by both parties and attached to your lease.

The Schedule of Condition can then be referred to as evidence of the actual state of repair of the property when you take entry, and the standard to which you have to maintain and repair the property, during the course of your occupation.

### 2.2 Insurance

Under the terms of the Lease it is the Council's responsibility to insure the property (the building and any common parts) against the main insured perils. These are: -

- Fire
- Lightning
- Aircraft
- Explosion
- Riot or Civil Commotion; Strikers; Locked-out workers; Terrorism
- Impact; Impact own vehicle
- Escape of water from any tank apparatus or pipe; water discharged or leaking from any automatic sprinkler installation
- Earthquake, Storm or flood
- Malicious persons

The Council recovers the building insurance premium as part of the monthly rental. You do not need to purchase additional buildings insurance. More information on the Council's policy is included in the Appendix, which also sets out what you must do if there is damage caused by an insured risk.

**Please note that the council's policy does not cover the repair of burst pipes, but does cover damage caused to the building as a result of the escape of water. Repairs to any burst pipes within your property will be your responsibility.**

Any incident resulting in malicious damage (vandalism) or damage as a result of theft or attempted theft should be reported to the Police. Malicious damage will be covered by the Council's policy, but damage resulting from theft or attempted theft should be part of the tenants cover – as outlined below. Prior to the submission of any claim for these events, tenants should obtain the crime number, and advice on how the incident is being treated, from the Police.

In the case of substantial damage to the property, which means that you can no longer occupy it, the Lease will terminate and we will try to find you a suitable alternative. If the damage is minor it may be possible to carry out the repairs with you still in occupation.

To ensure that the building is properly insured a surveyor's valuation will be required from time to time, and we may need access to carry out a survey.

Under the terms of the Lease you are responsible to ensure that you have adequate insurance cover for the following: -

- Glass breakage (if applicable, it is possible that the property will not have windows or the windows are not glass)
- Loss or 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

You should ensure that you have appropriate insurance cover in place when you move in to 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.

### 2.3 Asbestos

At your date of entry the Council will provide you with an Asbestos Register for the property. It is a legal requirement for a Register to be kept in every property. The Register has been compiled after an asbestos survey of the property has been undertaken and will confirm the following: -

- Whether or not there is any visible asbestos in the property. The Council will presume materials contain asbestos unless there is strong evidence that they do not. **(It should be noted that hidden asbestos will not be covered in the register)**
- The location condition, and extent of materials that contain asbestos or are strongly presumed to contain asbestos as identified on this survey.
- An assessment of the risk of anyone being exposed to fibres from the materials.
- The survey inspection date and proposed next inspection date ( to be undertaken by the dutyholder)
- Recommendations to the dutyholder on proposed management of recorded materials.

Thereafter, as tenant you will become the duty holder under the Control of Asbestos Regulations 2012 in respect of those areas for which you have responsibility for maintenance and repair. Please refer to HSE document L143 -Managing and Working with Asbestos, Control of Asbestos regulations 2012 for guidance. This document and information on your responsibilities as duty holder can be found at the Health and Safety Executives web site by following the link below.

As part of this responsibility you must also:

- Advise the Council of any changes you propose to make to the building through the permissions process
- Provide the Council with any additional asbestos related documents to allow the asbestos register to be kept up to date. This includes additional asbestos survey reports, asbestos air testing reports, material sample result certificates, etc.

If you are planning to carry out or instruct repair or maintenance work in an area that contains, or which may contain asbestos ( including hidden asbestos), you must ensure that work is conducted in line with the Health and Safety at work Act 1974 and the Control of Asbestos regulations 2012.

If, during routine and periodic inspections of the property, WLC or their representatives discover suspected asbestos which has been disturbed by historic or ongoing repair / maintenance work, then WLC have a duty of care to advise the tenant of the findings. However it is the responsibility of the tenant as the duty holder, to take appropriate steps and to make the property safe.

If WLC are required to take immediate steps to make a property / public safe through a duty holder not complying with their legal obligations as set out in the Health and Safety at Work Act

1974 and the Control of Asbestos Regulations 2012, then WLC may recover the cost of such steps from the dutyholder.

Further independent advice and assistance on asbestos, asbestos licensed contractors and the safe removal and disposal of asbestos can be found by logging on to [www.hse.gov.uk/asbestos/](http://www.hse.gov.uk/asbestos/)

## 2.4 Electrical and Gas safety

You are responsible for electrical and gas safety.

At the start of your lease we will ensure that the electrical fittings and gas appliances are safe, and in good working order, but after that maintenance and compliance with safety issues are your responsibility.

Our units are provided with a standard electrical fit-out, and any alterations proposed by a tenant must comply with current electrical safety requirements. Alterations will require to be removed at the end of your tenancy. If your unit has electric heating maintenance during the lease will be your responsibility, unless the heater requires to be replaced.

The council's insurers require that all properties undergo a periodic inspection to ensure that all electrical installations are safe. The council has recently renewed its agreement with Royal Sun Alliance (RSA) to carry out these inspections, through a rolling programme over a five year period. During the course of your tenancy you may therefore be contacted by RSA so that they can access your property to carry out the inspection.

RSA's inspection will result in a report which may require remedial action. Depending on the terms of your lease, and the nature of any repair required, this work may be your responsibility. If we think this is the case we will send you a copy of the report, and ask that you confirm to us when the works have been completed. It is essential that any work identified is carried out, both for the safety of people working in the property, and to ensure that our insurance policy is not invalidated.

If any works for which you are responsible are not completed we may have to arrange to have the work done, and to recover the cost from you.

You are responsible for all portable electrical equipment. These items are those, which are connected to the supply via a plug and socket, and you must make sure that they are tested once a year. Portable electrical equipment is not covered by the RSA inspections.

Further independent advice and assistance on electrical safety at work can be found by logging on to [www.hse.gov.uk/electricity/](http://www.hse.gov.uk/electricity/)

You are also responsible for ensuring that any gas appliance, installation, pipe work or flue is **maintained** in a safe condition.

All gas equipment must be **maintained** according to the manufacturer's instructions, which means that a Gas Safe registered engineer should service the equipment every year. You should enter into a service agreement with a Gas Safe registered engineer, as this is likely to cover minor repairs and maintenance. The council will not accept responsibility for repairs unless an appliance requires replacement. We will only replace gas appliances if it is uneconomic to repair them, and then only if an annual service agreement has been in place.

We will contact tenants every year to ask you to send us a copy of your annual service agreement. If you are unable to show us a current agreement we may have to arrange to have a service carried out, and to recover the cost from you.

Further independent advice and assistance on gas safety can be obtained by contacting Gas Safe, which maintains a register of consultants and companies that are competent to carry out gas work. [www.gassaferegister.co.uk](http://www.gassaferegister.co.uk) .

## 2.5 Legionella

Legionnaires Disease is a type of pneumonia caused by inhaling airborne droplets or aerosols containing viable legionella bacteria. It may occur where Legionella bacteria are allowed to develop in stagnant water, including cooling tower systems, hot and cold water systems and

other plant which use or store water. Growth of the bacteria is affected by many conditions including water temperature. Generally the bacteria do not survive above 60oC and do not multiply below 20oC. Regular use of cold water and hot water services prevents the stagnation of standing water thus minimising the growth of legionella.

You are responsible for ensuring that the water supply to the unit is maintained in a safe condition. Please ensure that you run the water as soon as you move in to the property. During the course of your tenancy it is recommended that hot water systems should be maintained at a temperature sufficient to kill bacteria, and stored water systems should be flushed regularly and subject to periodic cleaning. Any tap that is not used within a seven-day period must be flushed through for 5 minutes - you should avoid splashing to minimise the release of water droplets / aerosols.

Further independent advice and assistance on water safety and the control of Legionella bacteria can be obtained by logging onto [www.hse.gov.uk/legionnaires/](http://www.hse.gov.uk/legionnaires/)

## **2.6 Fire Safety**

You are responsible for fire safety in your property, including carrying out a Fire Safety Risk Assessment. You must provide enough fire extinguishers for the size of the property, and the nature of your operations, and ensure that the extinguishers are regularly serviced.

Detailed information on your legal responsibilities under the Fire (Scotland) Act 2005, including how to carry out a Fire Safety Risk Assessment, can be found on [www.infoscotland.com/firelaw](http://www.infoscotland.com/firelaw). Further independent advice and assistance can be found by logging on to [www.hse.gov.uk/fireandexplosion](http://www.hse.gov.uk/fireandexplosion).

## **2.7 Health & Safety**

The Health & Safety of employees and visitors to your property is also your responsibility.

Further independent advice and assistance can be found by logging on to [www.hse.gov.uk/index.htm](http://www.hse.gov.uk/index.htm)

## **2.8 Smoking**

Legislation prohibits smoking in the workplace, and compliance with the anti-smoking legislation is the responsibility of the occupier of a property.

## **2.9 Disability Discrimination Act 1995 (DDA)**

The Council has fulfilled its obligations under the DDA in the preparation of the property, and will retain responsibility for any common parts. It is your responsibility as occupier to ensure that you comply with your responsibilities under the DDA.

Further independent advice and assistance on the DDA at work can be found by logging onto [www.hse.gov.uk/index.htm](http://www.hse.gov.uk/index.htm)

## **2.10 Security and Intruder Alarms**

The Council does not provide Intruder Alarms, although it is possible that one may have been left by a previous occupier. The provision of security measures is your responsibility, and the installation and maintenance of any security systems will be at your expense. This will allow tenants to provide the level of security appropriate to their business.

## **2.11 Energy efficiency**

Advice to businesses on energy efficiency is available from the Carbon Trust and the Energy Saving Trust. They can help ensure that you are with the best energy provider and on the best tariff. They may be able to carry out an energy audit (possibly free of charge) and will also have the most up to date information on any schemes, incentives and financial assistance for energy efficiency projects that may be available.

<http://www.energysavingtrust.org.uk/business>

<http://www.carbontrust.co.uk/cut-carbon-reduce-costs/pages/default.aspx>

Through its role as the Business Gateway for West Lothian, the council also has a relationship with the Green Business Partnership, who can advise on a range of environmental and energy topics. Further information can be found at

[http://www.westlothian.com/Home/growing\\_a\\_business/green\\_business/](http://www.westlothian.com/Home/growing_a_business/green_business/)

Where required we will provide an Energy Performance Certificate for your property

## **2.12 Things to do straight away**

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. The Council will also be notifying the utility companies (gas and electricity), Business Stream (water charges) and the Assessor (Non-domestic rates) about the change of responsibility. Gas and electricity suppliers may require 24 hours notice to arrange a meter reading.

Find out the position of:

- The water stopcock
- The mains electricity switch
- The fuse box
- The gas isolator valve

### 3. DURING YOUR LEASE

Your Lease sets out the full legal responsibilities that you have accepted by signing it. The Council as landlord has also agreed to perform certain obligations. In this section we have tried to explain these obligations in more detail.

#### 3.1 Tenant Responsibilities

##### You must:

##### ➤ Pay the rent

You must make sure that your rent is paid, including VAT if applicable, immediately it becomes due, i.e. monthly in advance on the 1st of each calendar month. Rent is payable by Direct Debit.

Failure to pay by the due date may result in recovery action being taken without further warning, and your Lease being terminated. If we are forced to take action to secure payment of your rent we will also seek to recover any expenses we incur, and interest.

Should you find yourself facing financial difficulties in connection with the building you occupy, it is in the best interests of both you and the Council that you discuss the matter with us as soon as possible. Please contact the Property Manager for your property.

We will do everything we can to help resolve the issue, but we can only help if we are aware of the problem. Any matter that is discussed will be treated in confidence.

##### ➤ Pay the utility charges

You are responsible for the direct payment of charges for all water, gas, electricity, telephone and similar services consumed on the premises, including any standing charges. In the case of Stoneyburn Workshops the power bills will be paid for by the Council and re-charged to you. Utility charges for common parts will be paid by the Council, and recovered as part of your monthly rent.

Information on water and drainage charges can be found at:  
[www.business-stream.co.uk/water-rates-charges](http://www.business-stream.co.uk/water-rates-charges)

##### ➤ Pay the Non-Domestic Rates

Our tenants are responsible for the payment of non-domestic rates. Your Property Manager will be able to advise you of the rateable value and the level of rates payable. We will also provide you with an information pack on non-domestic rates, which will include information on the eligibility for rates relief under the Small Business Bonus Scheme. More details can be found on [www.westlothian.gov.uk/business-rates](http://www.westlothian.gov.uk/business-rates) or phone 01506 282020.

##### ➤ Repair and redecorate the inside of the property

You must keep the premises in good condition and repair. The drains, gutters and pipes in the premises must be kept clear and you should not allow the electric circuits to become overloaded. You are responsible for ensuring that the interior of the building is kept repaired and decorated. The interior of the building is the whole area within the external walls, including the internal surface of the external walls. Tell the Council if repairs are needed for which we are responsible. Contacting us as soon as the problem arises will enable us to deal with the repair quickly.

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

##### ➤ Keep your insurance up to date and not do anything that will affect the Council's Insurance Policy

You must make sure that you are properly insured for items not covered by the Council, i.e. contents insurance and any improvements you make to the property (e.g. the addition of internal

offices); cover for damage due to theft or attempted theft; plate glass insurance; and public liability insurance. You must also make sure that you do not do anything that will affect the Council's insurance policy.

Your unit must not be left vacant for more than a month. If the unit is left vacant you must tell us immediately, and you must comply with the requirements of the council's insurers, as outlined in the Appendix.

If you expect that the unit will be used, but not normally manned – i.e. not regularly visited by people – the unit must be inspected at least every 14 days, to ensure that there has been no breach of security. We would suggest that it may be worth visiting the unit more frequently, particularly if the terms of your contents insurance require it. It may also be advisable to isolate any gas supply, and to drain down the water systems in the event cold weather

➤ **Only use the property for the permitted purpose.**

The use clause in your Lease regulates the type of business or activity that may be carried on at the premises and, where appropriate, specifies the hours during which you may operate.

Most of the properties can be occupied for uses falling within Uses Classes 4, 5 & 6 of the Town and Country Planning (Use Classes) (Scotland) Order 1997. That is as an office; for research and development; for light or general industrial use; and for storage and distribution. However, our starter units are restricted to Class 4 use – i.e. as an office, for research and development, and for any light industrial process.

You must not use the premises for any illegal or immoral purpose

➤ **Use any common areas in a way that will not disadvantage other occupiers**

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. In particular you are required to keep the area in front of your unit clean, tidy and free from rubbish at all times. You must not do anything that would be a nuisance or annoyance to other tenants.

- Car Parking - All occupiers should be able to enjoy free access to their property (access roads and roller shutter doors must not be obstructed at anytime), and we ask all our tenants to co-operate to achieve this. Where we have allocated a car space or spaces it is imperative that you only park in your allocated space. If we have not allocated spaces then you must only park in front of the unit you occupy. Access to other units must not be blocked at any time
- No Skips or external storage containers are allowed on site except where there is a designated bay. These will be subject of a separate lease agreement.
- No rubbish can be stored either inside or outside the unit as this represents a fire and/or Health & Safety risk. To obtain a wheelie bin please contact: - Waste Management Services, Deans Depot, Nairn Road, Deans Industrial Estate, Livingston EH54 8AY. Telephone 01506 280000. For more information log on to: <http://www.westlothian.gov.uk/commercial-waste>
- Waste bins should be kept inside the unit, and put out on the day of collection.

➤ **Not carry out any alterations without the appropriate permissions**

As stated in the Lease you are not allowed to undertake any alterations to the unit without first getting all necessary permissions. These include

- The written consent of the Council as Landlords
- Planning Permission - for further information go to [www.westlothian.gov.uk/planning-applications](http://www.westlothian.gov.uk/planning-applications)
- Building Warrant

**Please remember that alterations to the property may change the liability for Business Rates, and it is your responsibility to notify the Assessor and Electoral Registration Officer so that the Rateable Value may be re-assessed:**

17A South Gyle Crescent, Edinburgh EH12 9FL

Tel: 0131-344 2500

E-mail - [enquiries@lothian-vjb.gov.uk](mailto:enquiries@lothian-vjb.gov.uk)

For further advice please contact the Property Manager responsible for your property

➤ **Not to transfer the tenancy**

You must not transfer your occupancy of the property. If you wish to do so the Council will require a satisfactory application form to be submitted by the proposed new tenant in the normal manner. If the Council accepts the proposed new tenant we will arrange for your lease to be ended and a new lease to be put in place. In these circumstances the normal procedures for ending and entering into a new lease will be applied in full.

➤ **Other Responsibilities**

- You must allow the Council, or its authorised agents, to enter the premises to carry out repairs at all reasonable times
- You must comply with all Statutory Notices served on the premises.
- You must not bring dangerous or hazardous materials into the premises

**NB: These are only a selection of your responsibilities as Tenant of the property. For details of all your responsibilities please refer to your Lease.**

### **3.2 Council Responsibilities**

**The Council will:**

- Respect your right to quiet enjoyment of the property and give you exclusive possession of the premises during your Lease.
- Carry out repairs to the external fabric of the building, such as repairing the roof, gutters and down pipes and the external walls and doors
- Give you reasonable notice if the Council needs access to the premises to do repairs (except in the case of an emergency when notice may not be possible).
- If you occupy a multi-tenanted property, the Council will keep the common parts in good repair.

### **3.3 Getting repairs done**

The responsibility for a specific repair is given in your Lease and is outlined above. It is normal practice for the Council to lease its industrial property on an 'Internal repairing basis'. This type of Lease requires you to undertake all repairs, decorations and maintenance to the interior of the property and to insure the contents of the building etc (as outlined in section 3.1 above). The Council undertakes all external repairs.

When you moved in you accepted that the premises were in good and tenantable condition, and were fit for the purpose for which they are let. You are now obliged to keep the premises in this state, throughout the currency of the Lease, and to hand them back in this condition.

Your responsibility for repairs includes the regular servicing and repair of gas appliances as noted in section 2.4, above.

You must let the Council know promptly when any repair for which we are responsible needs to be carried out. Either contact your Property Manager by phone or inform us in writing. If the repairs are not carried out promptly, please let us know so we can chase them up for you. Do not stop paying the rent as this could give the Council grounds for taking proceedings against you.

### **3.4 Signage**

The Council will provide a place for you to put your name on a directory board at the entrance to the Council's development. The directory boards were provided by Scot Signs Ltd, who will be able to quote for the provision of appropriate signage in your space. If you want to put external signs on your property you will be responsible for the supply, installation and costs incurred and for their removal at the end of your Lease. Signs may only be placed on the front elevation of the unit, above the access doors. These signs must be approved by PM&D, and, where necessary, you will be responsible for getting planning consent and building warrant

For further advice please contact your Property Manager

### **3.5 Length of Occupancy**

In Scotland a lease is automatically extended for a further period, after its date of expiry, if neither party has served the notice required to end it. In these circumstances it is assumed that both parties have agreed to continue the lease.

Your monthly Lease will continue on exactly the same terms and conditions as the original Lease until either you or the Council terminate it. So your right to occupy the property will continue as long as you wish, on condition that you comply with the terms of your Lease.

As long as you continue to pay your rent, and comply with the other terms of your Lease the Council will be happy for you to remain in occupation. If either party wishes to end the Lease they will be required to serve a Notice to Quit (see '**4. Ending your tenancy**' below).

### **3.6 Increases in rent**

If the Council considers it appropriate to review the rent under a monthly Lease then we will serve a formal notice of our intention to do so. Rent reviews are usually effective from 1<sup>st</sup> November. You will be given at least one month's notice of a rent review, and we will not review the rent more than once a year.

The key features of a review of rent under the monthly Lease are as follows:

- The rent will be reviewed in line with the Retail Price Index (RPI), or the current market value based on local comparable evidence, whichever is the greater.
- In reviewing the rent we will disregard any improvements to the premises that you have carried out with the Council's consent, and any goodwill attaching to the premises by reason of your occupation.

### **3.7 Safety in your property**

- Keep all your fire escape routes clear - don't block them with furniture, bikes, rubbish, bags or stock etc.
- Don't overload your electric sockets and wiring.
- If you go away for a long period, or during the winter, turn the water off and drain the tank to avoid frozen pipes.
- Keep the premises secure.

The property may be part of a larger development which features a door entry system. The system should be used at all times and the door should not be left unlocked under any circumstances as this contravenes building insurance rules and puts the personal safety of other tenants at risk. If the door is continually left open, the council reserves the right to enforce their first right of refusal at lease renewal.

### **3.8 Breaching the terms of the Lease**

Any breach of the terms and conditions of your Lease may result in enforcement action being taken against you. Should a dispute arise you will normally be invited to discuss any breaches with the Property Manager for your property. If, however, a satisfactory resolution of the problem cannot be reached, then we will have no option but to end your Lease. The Council will, however, make all attempts to resolve the matter with you.

### **3.9 Out-of-hours emergency contact**

Contact details in the event of an emergency that might result in an insurance claim are covered in the Appendix. Otherwise please call our Customer Service Centre on 01506 280000

## **4. ENDING YOUR TENANCY**

As outlined in section 3.5 above your Lease will continue as long as you comply with the Lease terms.

### **4.1 If you want to leave**

Either you or the Council may give the other a minimum of one month's written notice of their intention to end the Lease. Notice must be given prior to the end of a calendar month, of the intention to end the Lease at the end of the next calendar month. So if you want to end your Lease on 30th November, you must serve a notice before 31st October.

Notice of termination must be given in writing and served on the Council at Civic Centre, Livingston.

The rent will need to be paid up to and including the last day of your Lease. The Council will refund any overpayment of rent. Once your final instalment of rent has been paid you should cancel your Direct Debit.

The rent deposit will be refunded to you after you leave as long as you have complied with all your obligations under the Lease and the property has been left in a clean and tidy condition; and you have provided the Council with evidence of your electricity and gas suppliers, and your final meter reading. The Council's opinion in this regard is final.

### **4.2 Repair, decoration and condition**

Before you leave, the Council will arrange to inspect the premises to ensure that you have met all your responsibilities.

You must give the Council full vacant possession and leave the premises in good condition and repair. All your goods and 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 decoration 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 a copy of your most recent telephone, gas and electricity bills. You will also be expected to provide us with copies of inspection reports from the last routine service of any gas appliances. We will also need to make arrangements for the necessary electrical and gas safety inspections so that the property can be ready for the next occupier.

Dilapidations are those works, which, in the opinion of the Council, are necessary at the expiry of the Lease, to ensure that the tenant has complied with their repair and maintenance obligations under the Lease. These are usually repair and maintenance work necessary to restore and reinstate the premises to good, substantial and tenantable condition and repair and fit for use, all in accordance with the tenant's obligations under the Lease.

The 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 doing this we will have regard to the photographic schedule attached to your Lease. Usually this notice will be served in the form of 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.

It must however be noted that the Council will usually undertake any necessary works with the costs being recovered from your rent deposit.

### **4.3 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 on the property we will give you notice that they must be removed. If you do not remove the property once asked 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 or caused as a result of the removal of any property left by a third party.

#### **4.4 When you leave**

On the date you leave you will need to:

- Read all utility meters; notify the suppliers of your departure; and provide us with the details, as outlined above.
- Notify the suppliers of your telephone and fire/security alarm connection.
- Provide us with evidence that any gas and electrical appliances have been regularly serviced and maintained under a service agreement.
- Provide an electrical inspection certificate as to the soundness of the system at lease end. In the absence of this, the council will commission such certificate 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 the Property Manager. Please note that returning the keys before the agreed vacation date will not terminate your liability unless previously agreed in writing by the Council.
- Provide us with a forwarding address

Failure to comply with these conditions may result in your deposit being withheld.

## 5. COMPLAINTS, COMMENTS and SUGGESTIONS

PM&D regularly consults with its customers to make sure that we meet your expectations and needs, and to help us to continually improve the delivery of our services. Every two years we carry out a survey of our tenants and we would encourage you to use the survey to give your views and opinions. We will ensure that we provide a detailed analysis of the outcome to those who request it, and publish the results on the Internet. We welcome feedback at any time, so please do not hesitate to contact us at the address below, or to complete our customer survey at [www.pmdfeedback.co.uk](http://www.pmdfeedback.co.uk) , if you have any suggestions about our service.

### 5.1 How to Complain

Our complaints procedure is available on our website, [www.westlothian.gov.uk/complaints](http://www.westlothian.gov.uk/complaints) or a copy can be sent to you on request. If you have a complaint about our service please tell us and we will try to resolve it immediately. If you are not satisfied with our response you may take the matter further by requesting a West Lothian Council “Points of View” complaints form from any council office, or by telephoning our Customer Service Centre on 01506 280000

CONTACT DETAILS: -

Paul Kettrick – Estates Manager

Property Management & Development  
West Lothian Civic Centre  
Howden South Road  
LIVINGSTON  
EH54 6FF

Telephone: 01506 281836

Email: [propertymanagement@westlothian.gov.uk](mailto:propertymanagement@westlothian.gov.uk)

Business Hours	Monday to Thursday	8.30am – 5.00pm
	Friday	8.30am – 4.00pm

June 2015

## APPENDIX

### **Property Insurance - Industrial & Commercial Units Additional information for Tenants**

West Lothian Council insures the property you occupy under a block policy with Chartis (formerly AIG (Europe) Ltd). A copy of the current Insurance certificate can be provided on request.

The following notes are intended to provide additional information, to help you understand some of the important conditions and obligations imposed by the policy, and to expand on the insurance clauses in your lease.

#### **COVER:**

As outlined on the Insurance Certificate premises leased out by the council are insured against most forms of accidental damage, including fire, lightning, storm, flood, burst pipes, vandalism and impact.

There is however no cover against:

- Subsidence or heave
- Theft of the fabric of the building
- Vandalism or burst pipes for buildings that are empty or not in use for more than 30 days
- Storm or flood damage to fences, gates or moveable property outside a building.
- Accidental Glass Breakage [this is usually the responsibility of the tenant]

Depending upon the terms of your lease, either the council or the tenant has to pay a small fixed amount of each loss – known as the Excess – or the full amount of each loss if it is below the Excess. The Excess is £250 per claim.

Please remember that the council's policy only covers the fabric of the building, and that you will need to provide your own insurance for your contents, fixtures and fittings. You will also need to provide your own public liability insurance.

#### **CLAIMS:**

In the event of damage that may be subject of an insurance claim it is important that you follow the procedures outlined below

If the cause of loss is Malicious Damage, Wilful Fire Raising (Arson), or Riot please inform the Police immediately, and retain the crime reference number.

All potential claims should be notified to the council's Risk & Insurance Unit immediately or, if the event occurs outwith normal working hours, at the start of the next working day. Our contact details are given at the end of this document.

When notifying us of a potential claim please give:

- The date and time of damage
- Location
- Cause
- Details of the damage

## **Emergency Notification**

**In the event of a large loss (£5,000 upwards) out of business hours and need urgent help, Dial 0870 606 1234. This will put you through to the council's loss adjusters, GAB Robins.**

**State that you are a Tenant of West Lothian Council; that the building is insured by Chartis. and the policy no is 45003644**

### Emergency repairs:

You may authorise or carry out essential emergency repairs. You should keep a copy of the invoices for the work for submission with the claim.

### Permanent Repairs:

**The responsibility for repairs required because of a loss insured under the council's policy rests with the council.**

Our insurers will require a minimum of two detailed estimates for all insured repairs. You will be required to provide access to contractors to enable them to cost the repair work.

A loss adjuster may also be appointed. The loss adjuster will decide if two estimates are sufficient, or if more estimates or tenders are to be sought.

The Council will wish to inspect the completed work.

### Timescales:

The policy terms set limits on the amount of time allowed for claims notification. Please ensure that claims are notified promptly to enable us to comply with the policy terms.

## **UNOCCUPIED PROPERTIES:**

Our insurance cover contains specific obligations on the council and its tenants for periods when a property is unoccupied. It is imperative that these are complied with to ensure that the policy remains effective.

An unoccupied property is defined as one that is empty or not in use.

Malicious Damage or Burst Pipes cover does not apply to properties unoccupied for more than 30 days.

Tenants must contact Property Management and Development immediately the property or part of the property is to be "unoccupied". Tenants must comply with the following conditions at any time a property is "unoccupied".

- 1) All mains services must be turned off except
  - a) The electricity supply to maintain any automatic sprinkler system, fire alarm, intruder alarm or services for security guards.
  - b) Water supply for automatic sprinkler system
- 2)
  - a) The water supply be completely drained, or
  - b) During the period 1 October to 31 March each year any central heating systems is to be kept working at a minimum temperature of 5°C
- 3) An authorised representative must inspect the buildings internally and externally at least every 14 days, removing waste where necessary.
- 4) All letterboxes must be sealed up and steps taken to prevent accumulation of mail.

5) The buildings must be secured against unlawful entry by closing and locking doors and windows and setting any fire or intruder alarm systems.

### **CONTACT DETAILS**

West Lothian Council

Telephone: 01506 281900

**Risk & Insurance Services**

E-mail: [R&I@westlothian.gov.uk](mailto:R&I@westlothian.gov.uk)

Civic Centre  
Howden South Road,  
Livingston.  
EH54 6FF

Contact names:-  
Doogi Rush  
Kenneth Howley

West Lothian Council

Telephone: 01506 281836

**Property Management and  
Development**

E-mail: [Propertymanagement@westlothian.gov.uk](mailto:Propertymanagement@westlothian.gov.uk)

Civic Centre  
Howden South Road,  
Livingston.  
EH54 6FF

هذه المعلومات متوفرة بلغة بريل وعلى شريط وبخط كبير وبلغات الجالية.  
الرجاء الإتصال بخدمة الترجمة على الهاتف 01506 280000

এই তথ্য আপনি ব্রেইল, টেপ, বড় অক্ষরে এবং কমিউনিটির বিভিন্ন ভাষাগুলিতেও পাবেন। অনুগ্রহ করে ইন্টারপ্রেটেশন অ্যান্ড ট্রান্সলেশন সার্ভিসের সঙ্গে যোগাযোগ করুন। টেলিঃ 01506 280000

這份資料是可以凸字、錄音帶、大字印刷及社區語言的式本提供。請聯絡傳譯及翻譯服務部，電話：01506 280000

ਇਹ ਜਾਣਕਾਰੀ (ਬ੍ਰੇਲ) ਠੇਡ਼ੀਨ ਦੇ ਪੜ੍ਹਣ ਵਾਲੀ ਲਿਪੀ, ਟੇਪ, ਵੱਡੇ ਫਿੰਟ ਅਤੇ ਸਮਾਜ ਦੀਆ ਹੋਰ ਤਾਸ਼ਾਵਾਂ ਵਿਚ ਉਪਲਬਧ ਹੈ। ਸ਼ੁੱਧਾ ਕਰਕੇ ਇੰਟਰਪ੍ਰੈਟੇਸ਼ਨ ਅਤੇ ਟਰਾਂਸਲੇਸ਼ਨ ਸਰਵਿਸ ਨੂੰ ਇਸ ਨੰਬਰ ਤੇ ਸੰਪਰਕ ਕਰੋ : 01506 280000

یہ معلومات بریل (اندھوں کے رسم الخط)، ٹیپ، بڑے حروف کی طباعت اور کمیونٹی میں بولی جانے والی زبانوں میں دستیاب ہے۔  
براہ مہربانی انٹرنیٹ پر نیٹنگ اینڈ ٹرانسلیٹنگ سروس سے ٹیلیفون نمبر 01506 280000 پر رابطہ قائم کریں۔

Informacje te mogą być przekazane na język Braille'a, dostępne na taśmie magnetofonowej lub wydane dużym drukiem oraz przetłumaczone na języki mniejszości narodowych.  
Prosimy o kontakt z Usługami Tłumaczeniowymi pod numerem 01506 280000