

COMMERCIAL TENANT'S HANDBOOK

**A guide for tenants who lease non-domestic premises from
Adur & Worthing Councils**



ADUR & WORTHING
COUNCILS



Welcome

Welcome to your new business premises and thank you for choosing Adur & Worthing Councils as your landlord.

We (Adur & Worthing Councils) work closely with tenants to ensure that we support business and enterprise. This guide is designed to help you with your lease obligations.

This handbook gives general guidance for all tenants who hold a lease in respect of commercial premises owned by Adur & Worthing Councils and clarifies the role and responsibilities of both yourself as the tenant and the Councils as landlord.

The terms of your lease are specific to you and are not overridden by any contradiction in this document. If in doubt, always refer first to the lease.

Property law and legislation changes so this handbook may become out of date. We will aim to update this document from time to time.

This handbook is not a substitute for independent professional advice and we recommend that you obtain appropriate independent legal advice so you can fully understand the implications of your lease.

We aim to be a flexible and understanding landlord but this must be balanced with the Councils' obligations to try and obtain the best value in its commercial property transactions.

Please note that this guide has primarily been drafted for those that lease non-domestic premises. If you have another form of agreement (e.g. licence, hire agreement etc.) elements of this guide may not be applicable.

It is recommended that you have the most up to date version of this document by checking our website:

www.adur-worthing.gov.uk/land-and-property

Adur & Worthing Councils

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Contacting us

Property

The Property Team manages the Councils' commercial premises. You should speak with this team for help with your lease agreement, rent payments and arrears, serving of notices, rent reviews, lease renewals, repairs and maintenance (if we are responsible, for emergency out of hours repair see contact details Technical Services below).

In the first instance please contact your property manager directly, alternatively contact the Estates Team on the details below.

Our website contains information on properties available to buy or rent, public notices, expressions of interest and details about finding information relating to land ownership.

Email: propertyteam@adur-worthing.gov.uk

Telephone: 01903 221413

Website: www.adur-worthing.gov.uk/estates

**Adur & Worthing Councils,
Major Projects & Investment,
Worthing Town Hall,
Chapel Road,
Worthing,
West Sussex,
BN11 1HA**

Repairs and Legal Compliance

The Technical Services department at the Councils oversees the carrying out of maintenance and statutory compliance on properties but only where we have retained these responsibilities. Please check your lease obligations before making contact.

Contact the Property Team (see contact info above) who will refer matters on to the Technical Services Team.

For emergency out of hours repairs that the Council is responsible for please contact Technical Services using the information below:

Emergency out of hours telephone: 07713 889 128 (evenings, weekends, bank holidays)

PLEASE NOTE, IN THE EVENT OF THE COUNCIL CARRYING OUT WORK WHICH IS CONSIDERED YOUR RESPONSIBILITY, ANY COSTS INCURRED WILL LIKELY BE RECHARGED TO YOU OR YOUR BUSINESS

Planning

Planning approval for physical changes to a property, or changing its use, will possibly be required, but you should also refer to your lease agreement.

Telephone: 01903 221065

Email: planning@adur-worthing.gov.uk

Website: www.adur-worthing.gov.uk/planning

Building Control

Building Control Approval is a legal requirement that must be obtained before carrying out work that involves the erection, extension or alteration of a building. The process ensures that building work is carried out in compliance with the Building Regulations and allied legislation.

The Building Control Partnership is split into area teams. You may at times need to contact the specific team that covers the area you are in.

Email: building.control@adur-worthing.gov.uk

Telephone:

General inquiries: 01903 221068

Area West: West and Central Worthing, all wards in Worthing (*except Broadwater and Selden*):
01903 221418

Area East: all Adur wards *and* Broadwater and Selden wards in Worthing:
01903 221385

Text service: Text the word **CALLBACK** to **07537 415 761**

For the right contact number for your property, refer to the area map here:
www.adur-worthing.gov.uk/building-control/contact-us

Public and Environmental Health

Your lease will oblige you to comply with all aspects of the law, such as:

- Food Hygiene
- Health & Safety
- Licensing and Permits

Email: publichealth.regulation@adur-worthing.gov.uk

Website: www.adur-worthing.gov.uk/environmental-health

Business Rates

For help with your Business Rates on your property please use the contact details below. It is worth checking if you are exempt from rates or can get concessions or charitable relief.

Email: revsbens@adur-worthing.gov.uk

Telephone:

Adur: **01273 263111**

Worthing: **01903 221061**

Website: www.adur-worthing.gov.uk/business-rates

Business Support, Place & Economy

For business support and advice including availability of business grants and professional development and training opportunities.

Email: economyteam@adur-worthing.gov.uk

Telephone: **01273 263463**

Website: www.adur-worthing.gov.uk/local-economy



If you are unsure which service you need, please ring our switchboard:

Adur switchboard: 01273 263000

Worthing switchboard: 01903 239999

Other useful contacts

Other contacts you may find useful that are not Adur & Worthing Councils

Trading Standards

Telephone: 01243 777100

Website:

www.westsussex.gov.uk/business-and-consumers/trading-standards-advice-for-businesses

West Sussex Fire and Rescue

Email: wsfrs@westsussex.gov.uk

Telephone: 01243 786211

Website: www.westsussex.gov.uk/fire-emergencies-and-crime

Sussex Police

Telephone: 101 (Call 999 in an emergency only)

Website: www.sussex.police.uk

Cadent / National Grid (gas emergencies)

Telephone: 0800 111 999

Website: www.cadentgas.com

Website: www.nationalgrid.com

Uk Power Networks (electricity emergencies)

Telephone: 0800 31 63 105 or 105

Website: www.ukpowernetworks.co.uk

Website: www.nationalgrid.com

Important information

Landlord's Consent

Please note that where landlord's consent is required under the terms of your lease, this will be in addition to any other consents that you may require from the Councils. Other consents such as planning permission and licensing are available from the Councils acting as local authorities undertaking statutory functions. These functions are legally separate from the Councils as landowner and landlord.

It is your responsibility to ensure that you have identified and obtained all relevant consents and information that you require to enable your proposed occupation and use.

Seeking professional advice

We recommend that you seek independent legal or property advice when dealing with all matters regarding your lease and do not rely on this guide as your sole source of information. In particular you should obtain advice on the following occasions:

- When first considering taking on a lease from the Councils
- When nearing the end of your lease
- When you want to assign or sublet your lease
- For any other matters relevant to the lease, including alterations, change of use and more

Details of local lawyers and chartered surveyors can be obtained from:

- **The Law Society:** www.lawsociety.org.uk
- **Chartered Institute of Legal Executives:** www.cilex.org.uk
- **Council for Licensed Conveyancers:** www.clc-uk.org
- **Royal Institution of Chartered Surveyors:** www.rics.org

Your contact details

As your landlord we need to have correct contact details so we can keep you informed about your tenancy and the property you occupy.

Please let the Property Team 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 maintenance and repairs (where applicable)
- Providing you with updates

Controlling of data

The Data Controller for all the information you provide us is:

**Adur & Worthing Councils,
Worthing Town Hall,
Chapel Road,
Worthing,
West Sussex,
BN11 1HA**

Detailed information is available here:

www.adur-worthing.gov.uk/about-the-councils/legal/data-protection

Email the Data Protection Team: data.protection@adur-worthing.gov.uk

Sharing of information

We will only use this information in conjunction with your occupation of the premises you lease from Adur & Worthing Councils.

Moving in and insurance

We aim to make your move into one of our properties as easy as possible.

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

You should be aware that as the occupier of a commercial property, you have a responsibility to comply with a number of legal and Health & Safety requirements. We have set out some of those and indicated where you can find more information (See 'Health & Safety' page 22).

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

Insurance

The terms of your lease will determine the responsibility for building insurance. Typically the Councils will insure the building and may recharge this cost to you depending on your lease. Due to the size of the Councils' property portfolio we are able to benefit from economies of scale when insuring our estate which typically means that the cost of insurance for us is less than a typical property owner.

If you have any queries or if your lease requires you to insure the building and/or common parts, a copy of the policy should be sent to the Councils' insurance team:

Email: insurance@adur-worthing.gov.uk

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

- Glass breakage (if applicable)
- 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, for example the addition of internal offices
- Public Liability Insurance - your lease will likely state a minimum coverage amount we expect you to have (typically £10m)
- Employers' Liability Insurance (if applicable)
- Business Continuity/Interruption insurance

You must have appropriate insurance cover in place when you move into the property. You must confirm that appropriate cover is in place by showing us details when requested.

Perils insured where we insure your property

Where we insure the building and any common parts, the main insured perils are (please note there are minor variations between Adur District Council and Worthing Borough Council policies) :

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

We recover 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 refer to the lease.

It is your responsibility as the tenant to make suitable arrangements for business continuity. The Councils are not liable for arranging this for you (See 'Business Continuity Planning' page 32 for further information).

It is your responsibility under the Lease to not take any action which will invalidate Adur & Worthing Councils' insurance. We have the right to inspect your property to ensure compliance with this responsibility.

Making a claim against the Councils' insurance

If you need to make a claim for an insurable event, please contact your property manager (or the Property Team, via the email address below), **and** the Insurance Team in the first instance, and we can provide you with further guidance:

Property Team email: propertyteam@adur-worthing.gov.uk

Insurance Team email: insurance@adur-worthing.gov.uk

Utilities and tax

You should arrange for the gas, electricity and water meters to be read on the first day of your tenancy or occupation whichever is earlier. We will normally notify the utility companies about the change of occupier.

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 water, gas, electricity, telephone and similar services, including any standing charges unless an alternative arrangement is expressly set out in your lease, usually in a service charge.

Utility charges for any common parts will be paid by the Councils, and recovered as part of your service charge/maintenance rent (if applicable). Please make sure you refer to your lease for these details.

Business Rates

Business Rates (also known as National Non-Domestic Rates, or NNDR) 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 (or SBRR), can be found at:

www.adur-worthing.gov.uk/business-rates

Land Registry

If your lease is for more than seven years then you will have to register it at the Land Registry. If you have a lawyer acting for you, they can deal with this on your behalf.

Land Registry website and contact information can be found here:

www.gov.uk/government/organisations/land-registry

Paying rent

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 us:

Email: income@adur-worthing.gov.uk

Payment options

We offer a range of payment methods for your convenience. On the back of Adur & Worthing Councils' invoices it sets out how the rent can be paid. The various methods are summarised as follows:

- **Monthly Direct Debit:** We do recommend wherever possible to pay by monthly 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.
- **Credit/debit card**
Call: 0300 123 6002
Please have your invoice number available
- **Online, BACS, PayPoint or by post:** See reverse of invoice for details

VAT

The 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

If you are having difficulty paying your rent you should contact your property manager or the Property Team immediately:

Email: propertyteam@adur-worthing.gov.uk

Telephone: 01903 221413

Website: www.adur-worthing.gov.uk/estates

Your lease is a legally binding contract and if you fail to comply with this and do not pay your rent, it is a serious breach of this contract and the Councils will seek to recover the rent owed.

It is always best that you speak to us if you are having problems paying.

We reserve the right to use any of the legal remedies available to us to recover any monies owed at our discretion:

Issuing court proceedings

We can issue court proceedings to recover any debts owed by you. If the court agrees with us, it will make a legal order for the repayment of all rent arrears and costs incurred.

Enforcement Agents

Commercial Rent Arrears Recovery (CRAR) allows us to instruct an enforcement agent to take control of your goods and sell them in order to recover the value of the rent arrears. The enforcement agent must serve notices on you setting out specific information at various stages at which the procedure is used.

Drawing down on a rent deposit

If you paid a rent deposit we have the right to draw down from it, if you are in arrears of rent. We will notify you that the draw-down is being made, and that you will be required to put additional funds into the rent deposit account to replace those funds which have been drawn down.

Serving a statutory demand

A statutory demand is a written demand for payment which complies with certain statutory requirements, and which is served on you. If you do not make payment of the amount demanded within three weeks, we can issue a petition to wind up your business.

Surrender

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 term

During the term of your lease both parties have specific obligations which you must ensure you follow:

Rent reviews

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

- Automatically 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. It is worth noting that in most circumstances that once a new rent is agreed a backdated rent will become payable from the effective date of the review.

Repairing responsibilities

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

You must let the Council know promptly when any repair for which it is responsible needs to be carried out (see 'Repairs and Legal Compliance' page 4). This is usually an obligation of your lease and is standard practice for most business leases.

If you are unsure who is responsible for the repair you should check your lease in the first instance. If you are unsure then you should obtain professional advice, failing that the Councils can review the lease and indicate who it believes is responsible. If we are responsible, an order will be placed for a contractor to undertake the repair as soon as possible.

If you are unhappy with a repair carried out by the Councils then please let the Property Team know so we can investigate the matter. Do not stop paying the rent as this could give the Councils grounds for taking proceedings against you.

Signage

Most tenants are permitted to erect and alter the signage on the property, subject to first obtaining the Councils' consent and subject to obtaining any necessary statutory consent, such as planning or listed building consent (if applicable).

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.

Permitted use

Your lease will state what the property can be used for. The Councils try to maintain a balance of trade across its units but we do not grant sole trading rights to any tenant. If a property has been previously used for some other purpose you may be required to ask the property team for consent. Applying for planning permission may also be required.

You will be liable for the Councils' professional fees associated with any request whether or not matters proceed to completion.

Assignment or subletting

The lease terms will determine whether or not you are able to assign (i.e transfer all rights under your lease to another party) the lease or sublet (meaning a third party occupies part or the whole of the premises). Before you do anything you must obtain your own legal advice.

You must not allow a third party to occupy or share your premises without consent from the Councils' unless your lease specifies that consent isn't required

Sale of business, lease assignment or subletting of premises

If you want to sell your business and 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
- Request and obtain formal approval from the Councils'

In order to consider the request, information will be required about the assignee before consent to assign is given.

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

If satisfactory references cannot be provided the Councils' 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 checks.

If you consider you have the right to sublet, assign or share occupation with a third party, please contact the Property Team via email or at the address shown in the contacts section (page 4).

If the assignment/subletting involves a change of permitted use, this will require separate formal consent - please see the section on permitted use above.

Please note for any consents required you will be liable for the Councils' professional fees associated with any request whether or not matters proceed to completion.

Alterations and improvements

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

If you think you are permitted to make alterations to the premises under the terms of your lease, you must seek the Councils' written consent before carrying out any alterations or improvements.

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 Councils' 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.

It is usually a condition of the grant of landlord's consent to the alterations that the premises are reinstated to their original condition prior to termination of the lease.

As a tenant, you are fully responsible for all Health & Safety compliance once the lease commences. This is in relation to both the property at the time of letting and in relation to any alterations 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 first serve basis, and not on grassed areas or verges. The Councils have a number of car parks and garages for rent and there may be an opportunity to take a separate agreement to rent one of these.

For more details please see our website:

www.adur-worthing.gov.uk/parking/rent-a-garage

Or email: propertyteam@adur-worthing.gov.uk

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 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 online:

www.adur-worthing.gov.uk/streets-and-travel/report-a-problem/operation-crackdown

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

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. Inspections are undertaken on a regular basis.

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

Making 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 Councils tenant, please contact the Estates team who will assist you. Complaints relating to other issues should be referred to the appropriate agency, such as environmental health or planning services.

Waste and recycling

Tenants are required to arrange their own waste and recycling collections. The Environmental Protection Act 1990 requires businesses that produce waste to dispose of it in a legal way.

Whichever method you choose you should receive a 'Duty Of Care' (DOC) note from either your contractor or the disposal site. This DOC note proves that you have complied with the legislation and disposed of your waste in a legal manner.

Adur & Worthing Councils' waste management team can provide you with a tailored service to meet your business requirements.

More information is available on our website:

www.adur-worthing.gov.uk/commercial-waste

Why do I have to arrange my own waste collections when I pay business rates?

Commercial waste collection and recycling isn't included in your business rates in the same way that residential waste is included with Council Tax.

Cleaning

All tenants are responsible for cleaning the areas included in their lease. The Councils will only clean communal areas. If you are unsure if the area is communal, please refer to your lease or contact us.

Grounds maintenance and gritting

All tenants are responsible for maintaining areas included in their lease. The Councils will only maintain communal areas, such as grass verges and shared roadways on an estate. If you are unsure if the area is communal, please refer to your lease or contact us. There is no provision for gritting of the 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.

Intruder alarms and CCTV

The Councils do 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 17). This will allow tenants to provide the level of security appropriate to their business.

You can use CCTV to protect your property but you will need to seek the Councils' consent to install this which is classed as an alteration. You must also meet the requirements of the Data Protection Act 2018.

This means you must, amongst other things:

- Display a sign to let people know that CCTV is being used and why
- Inform the Information Commissioner Office (ICO) why you're using the CCTV
- Keep images only for as long as you need them
- Be able to provide images within 40 days to anyone you have recorded
- Share images with the authorities such as the police if they ask for them

More information on the Data Protection Act 2018 can be found online:

www.legislation.gov.uk/ukpga/2018/12/contents/enacted

You should seek further advice from the information Commissioner's Office:

www.gov.uk/data-protection-your-business/using-cctv

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 property that are shared between various tenants) at a multiple let estate/building.

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 charges (such as electricity, gas and water), repairs and grounds maintenance.

The majority of the Councils' service charge years run from 1st of April for 12 months. We will send a budget on or around 1st April for the forthcoming year. The budget sets out our anticipated expenditure along with the apportionment you are expected to pay, as per the terms of your lease. Some costs can be fixed (such as if they are in a fixed maintenance contract) whilst others will be estimated. We will let you know if we have any unexpected large items of expenditure so you can plan for the additional expense.

The frequency of invoicing for the service charge depends on the terms of your lease.

At the end of the service charge year, we will calculate the actual expenditure occurred and provide all tenants with a service charge statement. We will let you know whether you have money on account, or whether we require a further contribution from you. We will do our best to ensure our actual expenditure matches the budget as closely as possible. We will issue a reconciliation invoice or credit note at the end of the service charge year.

RICS Service Charges in Commercial Property

This professional statement sets a marker for the standards of management required in commercial property and provides mandatory obligations that RICS members engaged in this area must comply with. It has been endorsed by property bodies representing all sides of the property industry and widely acknowledged as a significant step forward for the property industry.

This document is effective from 1 April 2019 and whilst not compulsory for local government, we have adopted its principles where this has been possible.

Further information can be found on the RICS website:

www.rics.org/uk

Health & Safety

Adur & Worthing Councils are usually responsible for letting a property which is fully compliant with Health & Safety regulations (unless made clear to you as part of the letting process, typically in instances requiring capital works to make them suitable). Responsibility for compliance passes to you as tenant when the lease commences.

The following information has been provided to assist tenants and should not be considered an exhaustive list.

Unless stated in your leases, you are responsible for the Health & 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. The Councils are only responsible for compliance of any Health & Safety legislation that relates to the communal parts of multi-let buildings/external areas. You are responsible for all Health & Safety legislation that relates to the area demised under your lease.

You should conduct a thorough assessment of the risks your business faces. If you employ more than five people, you must have a written policy for how you look after Health & Safety.

More information can be found from the Health & Safety Executive (HSE) at:

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 any fire risks
- Carry out a fire risk assessment
- Implement and maintain a fire risk 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 coordinated 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.

Where there are fire risk assessments for multi-let premises, the Councils will work to ensure that there is an overriding fire risk assessment for the shared areas and building as a whole. This will ensure that there is a joined up strategy for managing fire risk across the premises.

All tenants should keep themselves updated and satisfy themselves in respect of all their Health & Safety requirements.

Electrical safety

You must assess the risks of your use of electricity at work and take steps to control these risks - from ensuring electrical installations are safe and providing suitable equipment to carrying out preventive maintenance and ensuring safe systems of work.

BS 7671 (IET Wiring Regulations) / The Electricity at Work Regulations sets out the frequency of inspections and testing of electrical installation in commercial premises. We strongly recommend you seek independent professional advice in regards to Electrical Safety as individual requirements differ depending on the type of commercial premises being occupied and your use.

At the start of your lease, you will have been provided with an up to date electrical certificate. It is your responsibility to keep this updated and to ensure any identified works are carried out.

Further information can be found on the HSE website at: www.hse.gov.uk

Portable appliance testing

The law governing the testing of portable equipment is:

- Electricity at Work Regulations 1989
- Provision and Use of Work Equipment Regulations 1998

The law requires employers to assess risks and take appropriate action.

The regulations are regularly updated and it is your responsibility to ensure that you remain up-to-date with the latest legal requirements.

For the avoidance of doubt, Adur & Worthing Councils, as Landlord, is not responsible for PAT Testing. You as the tenant are fully responsible. If you wish for the Council to undertake this for you and charge you directly, then this may be possible and you are invited to discuss this via email at:

Email: surveyors@adur-worthing.gov.uk

Further information can be found on the HSE website at: www.hse.gov.uk

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 unless your lease confirms otherwise.

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
- Any works identified as necessary by the competent Gas Safe engineer must be completed within the time frame specified
- Any orders to not use a gas appliance by a Gas Safe engineer must be followed until the necessary repairs have been done and the gas installation certified as safe to use by the Gas Safe engineer

Gas Safe Register is the official gas registration body for the UK and operates under an agreement with the Health & Safety Executive:

www.gassaferegister.co.uk

Water supply

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

Cooling Towers

Any person or organisation operating premises which have a cooling tower or evaporative condenser located on site must register with the local authority. This is a statutory duty under the The Notification of Cooling Towers and Evaporative Condensers Regulations 1992. For more information or to register please contact our Public Health Team.

Email: publichealth.regulation@adur-worthing.gov.uk

Legionella Control

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 at:

www.hse.gov.uk/legionnaires

Adur & Worthing Councils are 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.

Asbestos

Asbestos is the name given to six natural minerals that have been used as insulation, reinforcement of building materials and fire protection amongst other reasons. It was used extensively in the building industry until 1999.

There is no need to be concerned if asbestos is present within your property. Asbestos in a good condition poses little to no risk and it is recommended by the Health & Safety Executive (HSE) to manage Asbestos-Containing Materials (ACMs) in situ wherever possible.

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 Councils as the landlord or both you and the Councils where there are shared responsibilities. In the event that maintenance responsibilities are not clearly specified, the legal duty rests as a dual responsibility between the parties involved with responsibility of the elements of the building you are responsible for the maintenance and repair of.

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

- Take reasonable steps to determine the location and condition of materials likely to contain asbestos – this could be through undertaking an Asbestos Management Survey (AMS) of the premises by a suitably qualified asbestos surveying company
- Presume materials contain asbestos unless there is strong evidence that they do not – If you have not undertaken an AMS then you should presume that all materials contain asbestos that you cannot categorically prove do not contain asbestos
- Keep an up-to-date record of the location and condition of the ACMs or presumed ACMs in the premises – you should maintain an up to date Asbestos Register – this can be part of your AMS or some other means such as an excel spreadsheet
- Assess the risk of the likelihood of anyone being exposed to fibres from these materials. If you do have asbestos in your property then you must ensure nobody disturbs it and put measures in place to ensure this does not happen by communication, signage etc
- Provide information on the location and condition of the materials to anyone who is liable to work on or disturb them – you must communicate asbestos information to anybody entering your premises to undertake any works
- Prepare a plan setting out how the risks from the materials are to be managed – An Asbestos Management Plan must be in place detailing how you will manage asbestos, how frequently you will re-inspect it's condition and how you will communicate it's presence to people undertaking work within the building

You must also:

- Take the necessary steps to put the plan into action – you must do what you say you are going to do in your AMP
- Review and monitor the plan periodically – the plan should be reviewed at least annually to check it is fit for purpose
- Re-inspect the condition of ACMs on a periodic basis – you must review the condition of ACMs at least Annually and record your findings to ensure the materials have not deteriorated

Remember that even if you are not legally responsible for managing asbestos risks in your premises, you have a legal duty to cooperate with the party who is known as the duty holder.

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 we have undertaken an AMS of the premises, this does not however infer any legal responsibility or liability. A copy of the AMS will be passed to the tenant relating to the area occupied as part of the duty to manage asbestos. If you have not been provided with an AMS please request a copy from us. Anyone undertaking any work to the premises must check the AMS or Asbestos Register before commencing.

At the start of your lease, you should have been provided with an up-to-date AMS, in certain circumstances this may not have been provided, such as assignments where properties don't transfer back to the Councils or lease renewals where tenants have been there for a significant time). In accordance with your duties under Regulation 4 of the Control of Asbestos Regulations 2012 you are responsible for arranging for the condition of ACMs to be checked on a periodic basis not exceeding 12 months and a record maintained of these checks.

If you intend to undertake any intrusive works (classified as any work that disturbs the fabric of a building, plant or equipment) within your premises, you are required to commission an Asbestos Refurbishment Survey covering your scope of works by a suitably experienced and qualified asbestos surveying company and any asbestos impacted by the works must be removed. A full Asbestos Register update will be required on completion of the works.

If requested, you must provide a copy of your AMS and evidence of Asbestos Re-inspections within seven working days of any request.

Further information can be found on the HSE website at: www.hse.gov.uk

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

Staff smoking rooms are not allowed. 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 occupier/s or members of the public
- Dispose of cigarettes and other smoking related items responsibly

Please note disposing of cigarette butts and the like on the floor/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 on the Smoke Free England website:

www.smokefreeengland.co.uk

This information above is included as guidance only. You should obtain your own advice about Health & Safety compliance and ensure you take your responsibilities seriously.

At the end of lease

If your lease is expiring and you want to renew the lease or vacate, please contact us.

Lease expiry

A commercial lease usually continues until its end date unless a break clause has been included.

Your lease will either be a 'protected tenancy' or 'contracted out' in law. The relevant legislation is the Landlord and Tenant Act 1954. Commercial leases are protected, unless you signed a declaration at the start of the lease agreeing to it being contracted out.

Tenants with a protected tenancy can 'hold over' after the lease expiry, giving you the right to remain in the property beyond the end date.

Contracted out leases expire on the lease expiry date and you have no right to remain. We will not allow occupation of our properties without a lease in place.

We will aim to contact you in advance of the expiry date to discuss your options. We will usually grant you a renewal unless for example you have been a poor tenant (see grounds of opposition below).

For protected tenancies, you will continue to hold over on the existing terms even after the lease end date. You can request a renewal lease by serving us a section 26 notice (or a section 27 if you wish to bring the lease to an end). We can propose a new lease or propose to bring the tenancy to an end by serving a section 25 notice. If we want to end the tenancy or refuse a new one, we can only do so by one of the specific grounds in section 31 of the act.

The grounds of opposition are:

- a) The tenant has obligations in relation to repair and maintenance under the current lease and the property is in disrepair
- b) There has been a persistent delay in the payment of rent
- c) The tenant has been/is in breaches of other terms of the existing lease
- d) The landlord is able to provide suitable alternative accommodation
- e) The tenancy was created by a subletting
- f) The landlord intends to demolish or reconstruct the property and it is not possible without the landlord recovering possession
- g) The landlord intends to occupy the property or part of the property for the purposes of its own business or as its residence

Service of legal notices is a specialist and complex area, we strongly recommend that you seek specialist legal advice.

Break Notices

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 Councils at:

**Adur & Worthing Councils,
Property Team,
Worthing Town Hall,
Chapel Road,
Worthing,
West Sussex,
BN11 1HA**

Some leases also have an option for the Landlord to break the lease early. If we exercise our right to break we recommend you seek legal advice.

Repair, decoration and condition

Before you leave, you must provide the Councils with full vacant possession and leave the premises in good condition and repair as set out in your lease. The premises must be handed back in the same layout as when you took occupation. Before reinstating the premises it is best to contact the Property Team as it may be possible to agree that certain alterations are left as-is.

Moving out process

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 and 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 us with a photograph of your final utility meter readings.

You will also need to provide us with up-to-date compliance documentation, for example: Electrical Safety Certificate, Gas Safety Certificate, updated AMP ect.

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 dilapidation liability, we will have regard to any photographic schedule of condition attached to your lease (if applicable).

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 Councils reserve the right to arrange for the work to be undertaken and to recover the costs from you. We 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 notice that they must be removed. If you do not remove the items 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 caused as a result of the removal of any item from the property.

On the date that 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
- If you pay business rates notify the Councils' ratings team
- 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 Councils 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 the Councils' Property Team. Please note that returning the keys before the agreed vacation date will not terminate your liability unless previously agreed in writing by the Councils
- Provide a forwarding address

Failure to comply with the above conditions and those set out in 'Repair, decoration and condition' and 'Clearing the property' (page 29,30) may result in your deposit being withheld.

Your deposit

If you paid a deposit at the start of your lease you will have entered into a Rent/Damage Deposit Deed detailing the holding of your deposit, what the deposit is for and any circumstances regarding the return of the deposit.

Before returning the deposit, checks will be carried out to ensure compliance with the terms of your lease. The deposit can be used against any outstanding rent, fees or monies owed. It can also be used to rectify any disrepair to the premises you are deemed responsible for. Please refer to your Deposit Deed for additional information.

When you leave, you must provide the Councils with full vacant possession and then leave the premises in a good condition and repair as set out in your lease.

Other information

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

Energy Performance Certificate (EPC)

An Energy Performance Certificate (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 Councils' 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 (ie heating system, air conditioning or mechanical ventilation).

Further information can be found by searching 'energy performance certificate' on the Gov.uk website:

www.gov.uk

Equality Act

Equality law affects everyone responsible for running a business or who might do something on its behalf, including staff if you have them.

Further information can be found on the Equality and Human Rights Commission website:

www.equalityhumanrights.com

Equality and diversity

Adur & Worthing Councils' are committed to increasing inclusion and providing equality of opportunity in all our activities and to ensuring that discrimination does not occur.

We have a specific duty set out in the Equality Act and have adopted an Equalities Policy which is council-wide outlining the equalities commitment to staff and members of the public.

It sets out the measures we are taking to meet the requirements of the Equality Act 2010. We have a corporate action plan which provides an overarching framework for addressing equalities issues. An operational action plan has also been developed to provide more specific actions in certain areas of the Councils.

As Councils, we are clear that our role is to enable individuals and communities to flourish and prosper. We seek to support communities to be resilient, creative, well connected, and adaptive to changing circumstances and have the ability to provide resources to each other.

Further information can be found at:

www.adur-worthing.gov.uk/about-the-councils/corporate-strategies-and-policies

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 the minimum disruption to your day-to-day activities.

It is your responsibility as the tenant to make suitable arrangements for business continuity. We are not liable for arranging this for you. Please note it is not covered by the Councils' building insurance policy.

Further information can be found online:

www.adur-worthing.gov.uk/business-continuity

Feedback

Comments and compliments

We value your feedback on our services, letting us know about your customer experience is important to us. We also like to know when we have got it right and welcome suggestions for improvement.

Comments

Comments about services will be reviewed by the appropriate service head who will write and let you know what they will do as a result of your feedback.

Compliments

Compliments are a good way of letting someone know what they have done well. They will be brought to the attention of the relevant manager and the officer involved.

Email: propertyteam@adur-worthing.gov.uk

Complaints

If you are not happy, we want to hear about it.

There are two stages to our complaints procedure. However, if you are only wanting to report a missed council service or a fault please refer to the reporting a missed service or fault section on our website.

Stage 1: You should make your complaint to the relevant Service Manager who will receive the details and take any appropriate action.

Stage 2: If you are not happy with the response you can ask for the Director for the relevant service to review your complaint who will either respond personally or delegate the response to an appropriate Officer or Service Manager in the service area who did not respond at Stage 1.

At each stage a written acknowledgement will be sent within five working days with contact details of the person who will investigate the complaint. We will try to reply fully in writing within 10 working days for Stage 1, and within 15 working days for Stage 2, but if we are unable to do so we will contact you to explain the delay and how long it will take to respond.

More information can be found here: www.adur-worthing.gov.uk/complaints