

## Guide for Tenants



## Occupation of Calderdale Council Commercial Premises



## Introduction

### **Welcome!**

This booklet has been produced to give general guidance for both existing and new tenants who hold a lease in respect of Commercial Premises managed by Calderdale MBC, Corporate Asset and Facilities Management.

We are aware that some of the applications we receive to occupy premises are from people starting a new business or from people who have little experience of leasing business premises. We have therefore designed this booklet to answer the questions we are most frequently asked and to clarify the roles and responsibilities of both yourself as the tenant and the Council as the landlord.

This information refers to a number of common features that you are likely to find in our business agreements. However, you must remember that the terms of your own lease apply to you and although you can use this booklet as a general guide, it cannot override the terms of your own lease.

The booklet should not be considered in any way to be a substitute for independent professional advice and we strongly recommend that you obtain appropriate independent legal advice.

February 2020

Lee Wigley  
Estates Manager

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## 1. Contact details

Should you wish to contact Corporate Asset and Facilities Management please either

Telephone: 01422 392004

E-mail: [estate.management@calderdale.gov.uk](mailto:estate.management@calderdale.gov.uk)

Write to: Corporate Asset and Facilities Management  
3<sup>rd</sup> Floor, Princess Buildings  
Princess Street  
Halifax  
HX1 1TP

### **Emergency Contact Details**

The Council operate a 24hour emergency contact facility. This facility is in respect of emergency defects that are the Council's responsibility.

Please Note: If this service is used for repairs that are the responsibility of the tenant, the cost of the repairs will be recharged to you.

The Emergency out of Hours contact telephone number is 01422 288000.

## 2. Frequently asked questions

3.

### 2.1 Repairing Responsibilities

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

The terms of your lease will determine who is responsible for a repair. The responsibilities of the 'tenant' (you) and the 'landlord' (the Council) are set out within the lease.

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

If you consider that the responsibility to undertake the repair rests with the Council, you should contact Corporate Asset and Facilities Management (see contact details page 1) to report the repair.

The Asset Management Team will check the terms of the lease and will either accept that the Council are responsible as landlord or advise that you, as the tenant, are responsible for the repair.

If the Council is responsible, the Asset Management Team will arrange for an order to be placed with the Council's Facilities Management Section who will arrange for a contractor to undertake the repair as soon as possible.

#### **If I am responsible, why should I pay for repairs when I already pay rent to my landlord?**

When we agreed your rent, we took into account the fact that you would be responsible for repairs. If we had agreed to be responsible for the repairs, your rent would have been higher or you would have had to pay a service charge. In other words, your rent is reduced by the fact that you have agreed to take responsibility for repairs.

#### **I have reported a repair and no one has been to the premises and/or I am unhappy with the repair. What do I do?**

Contact Corporate Asset and Facilities Management (see contact details page 1).

## 2.2 Lease Assignment/Sub-Letting

### **I want to sell my business/assign my lease. How do I go about it?**

The lease terms will determine whether or not you are able to assign the lease. Before you do anything, it is recommended that you obtain your own legal advice before proceeding.

If you want to sell your business/assign your lease before the lease expires you must find someone else who is willing to pay the rent and take over the other obligations set out in the lease.

Once you have identified a willing person you must request and obtain formal approval from the Council.

In order to consider the request the following information will be required:

- The full name and address of the proposed assignee
- Details of their bankers to enable a bank reference to be obtained
- 2 x trade References (if available)
- New businesses to provide a brief outline business plan on the proposed business.
- The assignees providing proof of identity and address to the Council.
- The assignee is to agree to pay monthly in advance by direct debit and to sign a mandate before completion of the assignment.
- A Rent Deposit paid by the assignee equivalent to 3 months' rent to be held throughout the remaining term of the lease and any statutory continuation.

If satisfactory references are received and the Council agree to the assignment, it will be a condition of the grant of landlord's consent to the assignment that the tenant has complied with the following:

- The Council's Legal and Surveyor costs are paid
- All rent is paid up to date
- The completion of any identified repair/decoration works
- The submission of a valid electrical certificate in respect of the electrical installation (see Section 5.3)
- The submission of valid gas certificates in respect of any gas appliances. (See Section 5.1)
- The submission of an Energy Performance Certificate (if appropriate)

Subject to the receipt of satisfactory references and confirmation of the above items, Legal Services will be instructed to prepare a licence to assign. When we confirm our agreement to an assignment and/or the licence is issued, this does not mean that the lease has been transferred – you must arrange this with your assignee and your solicitors.

Until the Council completes the legal formalities you will continue to be the tenant of the premises.

If a change in the permitted use is required this will also require formal consent. Consent may be refused in certain circumstances.

**The proposed assignee cannot supply adequate references?**

If inadequate references are received the Council will not consent to the assignment proceeding 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 have to provide adequate references.

**I want to allow another business to occupy part of my premises?**

This is called a 'sub-letting' and will only be possible if the terms of your lease permit you to sub-let part. If the right to sub-let is excluded you will be unable to sub-let. It is recommended that you obtain legal advice before proceeding.

If you consider you have the right to sub-let a formal written request should be made to Corporate Asset and Facilities Management providing full details of what is intended and who the sub-tenant will be.



## 2.3 Payment of Rent

### **When do I pay my rent?**

The terms of your lease will determine the frequency and when your rent is payable.

The Council's standard payment dates are 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October and 1<sup>st</sup> January.

Rent is payable in advance and is due on the payment date(s) stated in your lease.

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 Corporate Asset and Facilities Management (see contact details page 1)

### **VAT**

The Council does not at this time charge VAT in respect of the rent payable.

In the event of the circumstances changing you will be notified.

### **Will my rent increase?**

The terms of your lease will determine if and when 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 the lease; or
- On receipt of a notice should your lease include a term that enables the rent to be reviewed during the period of your lease; or
- If the rent is fixed during the period of the lease it cannot be changed. The rent cannot be reviewed until the end of the term as part of the renegotiation of the lease terms.

### **I cannot afford to pay my rent. What do I do?**

If you have difficulty paying your rent you should contact the Council immediately. The contact details are: Chief Finance Officer, Income Services, Westgate House, Halifax, HX1 1PS. Telephone 01422 393981 or email [sundry.income@calderdale.gov.uk](mailto:sundry.income@calderdale.gov.uk).

Your lease represents a legally binding contract and if you fail to pay your rent it is a serious breach of contract. For this reason, as a last resort, the Council do employ a bailiff debt collection service. If this service has to be used you will be responsible for the additional costs involved in collection of rent arrears.

In some circumstances (such as arrears of rent or a breach of other terms of the lease) the Council will take action to take the lease back so that it comes to an end. You will have the right to apply to the County Court to obtain what is known as 'relief'. If the Court does not agree with you though, it will make an Order giving the Council possession of the premises and also if appropriate an Order for the repayment of all rent arrears and costs incurred.

If you have tried all other options, you can ask us about surrendering your lease. We will assess your financial circumstances (we will need to see your accounts) and the efforts you have made to ease the situation (for example, trying to assign the lease). However, we do not have to let you surrender the lease. We will consider each case individually. If we agree to the surrender, you may have to pay a fee for ending the lease early or continue to have responsibility for the premises until a new tenant is found.

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

## 2.4 Use of Premises

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

Your lease will state what the property can be used for, if you want to extend or change the use, you need to make a written request to Corporate Asset and Facilities Management (see contact details) stating the changes you wish to make.

Your request will be considered and a decision made regarding your specific request. The decision will be dependent on several factors including whether your lease permits the use to be changed; whether there will be a conflict with the use of adjacent units and other such matters.

### **I wish to make a complaint about an adjacent Council property?**

Corporate Asset and Facilities Management can only deal with complaints relating to the terms of your lease. Complaints relating to other issues should be referred to the appropriate agency e.g. environmental health, planning services (See Section 6 useful Council contact details page 18)

### **An adjacent Council Tenant is selling items that are included in my permitted use.**

Whilst the Council do try and maintain a balance of trade, the permitted use in your lease defines the use for your shop unit but does not give you any sole trading rights.

Should you wish to enquire about issues relating to permitted use of yours or adjacent premises this should be done in writing to Corporate Asset and Facilities Management (See contact details page 1)

## 2.5 Alterations and Improvements

### **I want to alter the premises. What should I do?**

You must request the Council's permission as landlord if you want to carry out **any** alterations to the property. If we approve the alterations, you will be given a licence in respect of the alterations. A fee will be payable in respect of any specialist advice, surveyors and legal fees.

You will still need to apply for any required consents including planning, building control and if appropriate listed building permission. (See Section 6 useful Council contacts page 18)

You should not commence work before referring details of all the proposed works. Work that will affect the structure of the building or any joint services e.g. sprinkler systems, fire alarm systems will need to involve appropriate specialist advice regarding the works.

You will not normally need our permission as landlord for non-structural fitting-out work and internal partitioning unless they impact joint services; although it is recommended that you confirm the position with us before you start any work.

In certain circumstances it will be a condition of the grant of landlord's consent to the alteration that the premises are reinstated to their original condition prior to the termination of the lease.

### **I want to paint/alter the shop front .What should I do?**

You must request the Council's permission as landlord if you want to alter your shop front to discuss the proposed changes to colour, design, style and signage.

You will still need to apply for any required consents including planning, building control and if appropriate listed building permission. (See Section 6 useful Council contacts page 18)

### **Are there any other regulations that I have to comply with?**

Anyone having construction or building work carried out has legal duties under the Construction (Design and Management) Regulations 2015, unless they are a domestic client.

The following web link provides a guide to the duties imposed:  
<http://www.hse.gov.uk/construction/cdm/2015/index.htm>

## 2. 6 Lease Expiry

### **What happens at the end of my lease? Will I be granted a new lease?**

In most cases, the answer to this question will be 'Yes'. The law protects business tenancies and most business leases can be renewed. However, we can refuse to renew your lease if you have broken the conditions of your lease, for example, if you have rent arrears or have not carried out necessary repairs.

There are other limited circumstances where a landlord can require the lease to end e.g. if we plan to redevelop a property or we need the property for our own use.

It is recommended that you seek appropriate professional advice prior to the expiry of your lease.

### **How do you decide the terms of my new lease?**

Before your current lease ends, we will contact you to discuss the terms of your new lease and serve a formal notice. There are time limits that apply and should you receive a notice we recommend that you obtain professional advice.

### **Stamp Duty Land Tax**

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

The following web link provides a guide to the stamp duty payable.

<http://www.hmrc.gov.uk/sdl/index.htm>

### **Land Registry**

If your lease is for more than 7 years then you have to register it at the Land Registry. If you have a solicitor acting, they will deal with this for you.

The [Land Registry](#) for West Yorkshire is the Nottingham West office at Castle Wharf House, 2 Canal Street, Nottingham, NG1 7AU. To contact them, please complete the following online form:

[https://help.landregistry.gov.uk/app/contactus\\_general/](https://help.landregistry.gov.uk/app/contactus_general/)

## 2.7 Insurance

The terms of your lease will determine the responsibility for insurance.

If your lease requires you to insure the premises, a copy of the policy should be sent to Corporate Asset and Facilities Management annually.

If Calderdale MBC is responsible for insuring the structure you will still require additional insurance to cover the following items:

- a) Items that are the tenants responsibility in the lease
- b) Plate glass insurance
- c) Public liability insurance
- d) Employers Liability Insurance (if applicable)
- e) Contents Insurance
- f) Other insurances as required by you (such as business interruption cover to deal with situations where highway or other works affect your business).

In the event of the premises being damaged you must immediately advise Corporate Asset and Facilities Management (see contact details page 1) who will refer the details to the Council's Insurance Section.

The Council's insurers and/or appointed Loss Adjusters will liaise with you and/or your insurers in the event of a large insured loss.

Details of the Council's insurance cover and policy can be obtained by contacting Corporate Asset and Facilities Management (see contact details page 1).

### 3. Health and Safety Requirements

There is a requirement to comply with Health and Safety Legislation.

The following information has been provided to assist tenants and should not be considered an exhaustive list. Tenants should keep themselves updated and satisfy themselves in respect of all their Health and Safety responsibilities and requirements.

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

You should conduct a thorough assessment of the risks your business faces. Risk is the chance, high or low, that someone or something could be harmed by a hazard. Hazard means anything that can cause harm, e.g. chemicals, electricity, a slippery floor.

You must have a policy for how you look after health and safety. If you employ five or more people, this policy must be in writing. Further information is available on the HSE web site ([www.hse.gov.uk/business/](http://www.hse.gov.uk/business/)) telephone 0845 345 0055 and on the business link web site (<http://www.businesslink.org.uk/>), contact via online form- <http://www.businesslink.org.uk/contact-us/>

#### 3.1 Gas Appliances

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

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

- a) A gas boiler is serviced annually by a registered contractor
- b) Gas Catering Equipment is serviced annually by a registered contractor.
- c) All gas appliances are required to have an annual gas safety check carried out by a registered contractor

Capita Group PLC is responsible for the gas installer registered scheme which replaces the one previously operated by CORGI. The new scheme came into force April 2009.

A copy of all certificates should be passed to Corporate Asset and Facilities Management (see contact details page 1).

The following website provides further information:  
<http://www.gassaferegister.co.uk>

## 3.2 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:

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

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

Detailed information regarding how to undertake the assessment can be found at: <https://www.gov.uk/government/publications/fire-safety-risk-assessment-offices-and-shops>

<http://www.communities.gov.uk/fire/firesafety/firesafetylaw/aboutguides/>

A free guide “A short guide to making your premises safe from fire” is available from the following web address:

<http://www.communities.gov.uk/publications/fire/regulatoryreformfire>

## 3.3 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 preventative maintenance and ensuring safe systems of work.

BS: 7671 (IEE Wiring Regulations, 17th Edition) states that the frequency of inspection and testing electrical installation in commercial premises should be a maximum of 5 years between inspections. (SI 1989 No. 365 The Electricity at Work Regulations 1989).



## **CORPORATE ASSET AND FACILITIES MANAGEMENT: Electrical Condition Testing Policy**

### **1. Background**

Every electrical installation needs to be tested at appropriate intervals during its lifetime to establish that its condition is such that, subject to the completion of any necessary remedial work, the installation is safe to remain in service for the required purpose at least until the next inspection is due.

### **2. Contractor Appointment**

The electrical contractor appointed for inspection and testing shall work in accordance with the requirements of the National Standards for Electrical Safety BS 7671 otherwise known as the IET wiring regulations 17th Edition with the 18<sup>th</sup> Edition to be adhered to from January 2019.

### **3. Frequency of Testing**

Dependent on particular circumstances as:-

- a) Age of the install
- b) Type of premises
- c) Environmental Conditions
- d) Life Expectancy/Level of misuse/changed usage of the installation
- e) Wear and tear, damage or other deterioration

CMBC has a mixed portfolio of premises and determines the frequency of visits in accordance with BS 7671-.

### **4. Report Recommendations**

The report provided by the contractor makes observations and recommendations with classification codes of C1, C2, C3, or F1

<b>Classification code</b>	<b>Steps to be taken by CMBC</b>
C1: Immediate danger/insulation at risk	CMBC undertake C1 works immediately to ensure no danger exists to the installation.
C2- Potentially dangerous if not actioned	CMBC undertake C2 works following receipt of reports /quotes/Officer Observations and discussions with the contractor as appropriate.
C3- Improvement Recommended	CMBC only undertake C3 works if it would contribute to a significant enhancement of safety with consideration given to cost and the future of the building or if undertaken as part of other works provides cost advantage.
F1-Further investigation without delay	This indicates an observation required further investigation to determine whether danger or potential danger exists as not fully identified at the time of inspection.

## 5. Identified Works between Inspections

Any works identified between inspections to ensure the installation is safe will be undertaken as required and a certificate obtained to confirm the work maintains the electrical circuit in a satisfactory condition.

## 6. Compliance Confirmation

Compliance is confirmed on receipt of a satisfactory condition report.

- a) When inspection reveals no required works a satisfactory report is issued
- b) On completion of recommended required remedial works i.e. C1 and C2 an updated satisfactory electrical condition report is issued.

Further information can be found on the HSE web site:

[www.hse.gov.uk/electricity/hse.htm](http://www.hse.gov.uk/electricity/hse.htm)

Electrical Safety and You:

[www.hse.gov.uk/pubns/indg231.pdf](http://www.hse.gov.uk/pubns/indg231.pdf)

Employers, managers and those in charge of smoke free premises will need to:

- Display 'no-smoking' signs in smoke free premises
- Take reasonable steps to ensure that staff, customers/members and visitors are aware that premises are legally required to be smoke free
- Remove any existing indoor smoking rooms
- Ensure that no one smokes in smoke free premises

Further information is available from the following web-site:

[www.smokefreeengland.co.uk](http://www.smokefreeengland.co.uk)

## 3.5 Portable Appliance Testing:

The Law Governing the testing of portable equipment is:

- a) Electricity at Work Regulations 1989
- b) Provision and use of Work Equipment Regulations 1992
- c) Provisions & Use of Work Equipment Regulations 1998

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

To find out more useful web links:

<http://www.hse.gov.uk/pubns/indg236.pdf>

<http://www.hse.gov.uk/pubns/books/hsg107.htm>



### 3.6 Water Supply:

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

There is a requirement to notify all wet cooling towers to Environmental Protection. The contact details can be found at the end of this guide.

You should consult the Approved Code of Practice (ACOP) and guidance “Legionnaires’ disease: The control of legionella bacteria in water systems” for the technical detail on how to manage and control the risks in your system <http://www.hse.gov.uk/legionnaires/risk-systems.htm>

The HSE produce a leaflet: Regarding Legionnaires Disease - a guide for employers which can be found at:  
<http://www.hse.gov.uk/legionnaires/resources.htm>

### 3.7 Asbestos - Duty to Manage Asbestos in Premises:

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

Depending on the terms of the lease, this could be the tenant, landlord or managing agent. In the event that maintenance responsibilities are not clearly specified, the legal duty rests with the party which has the greatest degree of control over the premises

If you hold this legal duty, you must:

- Take reasonable steps to determine the location and condition of materials likely to contain asbestos
- Presume materials contain asbestos unless there is strong evidence that they do not
- Keep an up-to-date record of the location and condition of the asbestos-containing materials (ACMs) or presumed ACMs in the premises
- Assess the risk of the likelihood of anyone being exposed to fibres from these materials
- Provide information on the location and condition of the materials to anyone who is liable to work on or disturb them
- Prepare a plan setting out how the risks from the materials are to be managed
- Take the necessary steps to put the plan into action
- Review and monitor the plan periodically

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

Tenants, for example, must allow the landlord or managing agent access to the premises to conduct inspections. If the tenant has the responsibility, a landlord must disclose relevant information to both current and new tenants.

In certain circumstances the Council may have undertaken an asbestos survey of the premises. This does not however infer any legal responsibility or liability. A copy of the asbestos survey will be passed to the tenant relating to the area occupied as part of the “duty to assist”. Where this is not possible due to the size of the report a copy will be held by the building manager.

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

Further information is available on the HSE web site: on the following web links

<http://www.hse.gov.uk/pubns/indg223.htm>

<http://www.hse.gov.uk/pubns/indg223.htm>

The HSE produce a leaflet “managing asbestos in non domestic premises”:

<http://www.hse.gov.uk/pubns/books/l127.htm>

## 4. Additional Tenant Responsibilities:

### 4.1 The Disability Discrimination Act (DDA):

The Disability Discrimination Act (DDA) 1995 aims to end the discrimination that many disabled people face. This Act has been significantly extended, by regulations made in 2003 which abolished the exemption from the 1995 Act for small businesses and by the Disability Discrimination Act 2005. It now gives disabled people specific rights in the areas of for example: employment, access to goods, facilities and services.

There are around 10 million disabled people in the UK and you must not discriminate against disabled people who use your goods and services or disabled people you employ or who apply to you for employment. Businesses that provide a service to the public are legally required to make reasonable adjustments to the physical features of their premises that act as a barrier or to offer an alternative means of accessing the service provided.

For further information and advice useful web link:

<https://www.gov.uk/rights-disabled-person/employment>

[www.Businesslink.gov.uk](http://www.Businesslink.gov.uk) (access and facilities for disabled people)

## 4.2 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.

For further information and advice, useful web link:

<https://www.gov.uk/government/publications/business-continuity-planning>

## 4.3 Energy Performance Certificates:

From 1<sup>st</sup> October 2008 an Energy Performance Certificate (EPC) will be required on the sale, rental or upon construction of all appropriate 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.

With effect from 1 April 2018 it is illegal to let a property that has either an F or G energy performance rating. Therefore, if your property falls into one of these categories then works will be required prior to completion of the new lease in order to improve the energy performance rating.

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

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

For further information and advice, useful web links are as follows:

[www.communities.gov.uk](http://www.communities.gov.uk)

[Improving the energy efficiency of our buildings: A Guide to Energy Performance Certificates for the Construction, Sale and Let of Non-dwellings](#)

## 4.4 Business Rates:

Business Rates or the National Non-Domestic Rates are the means by which businesses and others who occupy non-domestic property make a contribution towards the cost of local services. The Rates are collected on a local basis by the Council and then paid into the Non-Domestic Rating Pool held by Central Government. Monies are then redistributed to Councils by way of a prescribed formula.

Small Business Rate Relief is available subject to specified conditions in respect of premises with a ratable value below £15,000 per annum.

For further information and advice:

<https://www.calderdale.gov.uk/v2/businesses/business-rates>

## **5. When should I get professional advice?**

We recommend that you ask for the services of a solicitor or licensed conveyancer on the following occasions:

- When you are first considering taking on a lease
- When you are nearing the end of your lease
- When you want to assign your lease
- When you are dealing with any other matters relevant to the lease, for example: alterations, change of use, rent review
- For general advice on your legal position

If you need details of local solicitors and licensed conveyancers, contact the Law Society or Council for Licensed Conveyancers (See Section 7 Other Useful Contacts page 19)

We also recommend that you appoint a Chartered Surveyor to act for you during rent reviews and negotiations about renewing your lease. (See Section 7 Other Useful Contacts page 19)

## 6. Useful Calderdale MBC Contacts

### Building Control

E-mail: [building.control@calderdale.gov.uk](mailto:building.control@calderdale.gov.uk)  
Telephone: 01422 392223  
Fax: 01422 392203

### Planning Services

Email: [planning@calderdale.gov.uk](mailto:planning@calderdale.gov.uk)  
Telephone: 01422 392237  
Fax: 01422 392349

### Environmental Protection

E-mail: [Environmental.Health@calderdale.gov.uk](mailto:Environmental.Health@calderdale.gov.uk)  
Telephone: 01422 392344  
Fax: 01422 392399

### Business Rates

E-mail: [business.rates@calderdale.gov.uk](mailto:business.rates@calderdale.gov.uk)  
Telephone: 01422 393699  
Fax: 01422 393533

### Invoice Payments

E-mail: [sundry.income@calderdale.gov.uk](mailto:sundry.income@calderdale.gov.uk)  
Telephone: 01422 393981  
Fax: 01422 393533

Web link regarding invoice payment methods and procedures:

<https://www.calderdale.gov.uk/v2/council/council-departments/income-services>

### Emergency Out of Hours

Telephone: 01422 288000



## 7. Other Useful Contacts

### **Citizens Advice Bureau**

The Citizens Advice service helps people resolve their legal, money and other problems by providing free information and advice from over 3,200 locations.

Address:- 37, Harrison Road, Halifax. HX1 2AF.  
Advice Line: 01422 842848  
Fax: 01422 348036  
Web Site Address: <http://www.calderdalecab.org.uk/>

### **Business Link Yorkshire**

A government-funded service designed to promote enterprise

Address:- 1 Capitol Court, Capitol Business, Park Dodworth, Barnsley, S75 3TZ  
Tel: 0845 6048 048  
Website: <http://www.businesslink.org.uk/>  
Contact: <http://www.businesslink.org.uk/contact-us/>

### **Council for Licensed Conveyances**

A Licensed Conveyancers is a specialist property lawyer, someone who is trained and qualified in all aspects of the law dealing with property.

Address:- 131 Finsbury Pavement, London, EC2A 1NT  
Phone: 01245 349599 Fax: 01245 341300  
Website: <https://www.clc-uk.org.uk/>  
Email: [clc@clc-uk.org](mailto:clc@clc-uk.org)

### **Royal Institution of Chartered Surveyors**

The RICS provide advice on a diverse range of land, property, construction and related environmental issues.

Address:- 12 Great George Street, Parliament Square, London, SW1P 3AD  
Phone: 020 7222 7000 Fax: 020 7334 3852  
Website: <http://www.rics.org.uk/>

### **The Law Society**

The Law Society represents solicitors in England and Wales

Address:- 113 Chancery Lane, London, WC2A 1PL  
Phone: 020 7242 1222  
Website: <https://www.lawsociety.org.uk/>

## 8. Accuracy

Whilst every care has been taken in the preparation of this guide, the accuracy cannot be guaranteed and the tenant, or his representative, must satisfy themselves by seeking appropriate advice as to the correctness of the particulars in this guide.

Property law can and does change, so this guide may become out of date.

We recommend that you get professional advice when dealing with all matters regarding your lease.

Although we have done all we can to make sure this document is accurate, you should see this as a guide only, and you must not rely on it in any negotiations you may have concerning your lease.

## 9. Specific Premises Issues : Borough Market

### **Tenants Association:**

The Borough Market has a Tenants Association, which the tenants of the shop units around the market can join if they desire. Information regarding the Association can be found on the association web page:

The following web link provides information regarding the Association:  
<https://www.calderdale.gov.uk/v2/businesses/become-market-trader/trading-market-hall>

If you are interested in joining the Association you should contact:  
Sheryden Clegg on 01422 384051.

### **Listed Building:**

The Borough Market is a grade 2\* listed building and all alterations will require listed building in addition to other planning and building control consents.

### **Sprinkler System:**

Under no circumstances should a tenant undertake any alterations to the sprinkler system or enclose the system. Any requirements to alter the system should be put in writing with appropriate drawings to the Markets Manager (Contact details below) who will consult with the Council's approved contractor and if appropriate insurers.

In the event of the proposed alterations being acceptable, all works to the sprinkler system have to be undertaken by the Council's approved contractor. The Markets Manager will provide an estimate of the costs of the work and will arrange for the alterations to be undertaken and will recharge on completion.

In the event of the tenant failing to comply with the above they will be held liable for any damage caused as a result of the work undertaken and for all costs of reinstating or altering the works to comply with the Council's or its insurers requirements.

**Shop Fronts:**

The shop fronts have as far as possible being restored to the original Victorian design. Tenants are required to paint the shop fronts as follows:

- i) Southgate Frontage: Black and Gold only.
- ii) Other Frontages: specific colours that meet listed building requirements.

In all cases listed building consent is required for all signage.

Tenants should contact Corporate Asset and Facilities Management to discuss any proposed changes to the existing colour/design/style. Further details of the specific requirements are available from Corporate Asset and Facilities Management.

**Trade Waste:**

All Tenants are responsible for the removal of all their own trade waste; however the Markets Service is currently revising its environmental policies and waste removal procedures. Future development may entail all waste generated through the operation of the Borough Market being removed and recycled collectively for which a service charge will be levied.

**Street Trading:**

Any trader using the pavement outside the shop unit to display goods or as an extension to their business must contact licensing to determine if this is possible and obtain an appropriate licence.

The following web link provides information regarding licensing activities:  
<https://www.calderdale.gov.uk/v2/businesses/licences/business>

**Fire Evacuation Procedure:**

The Fire, Bomb and evacuation procedures are currently being revised these will be issued separately by the Markets Service.

**Reporting Repairs:**

All repairs should be reported to the Markets Manager (Contact details below)

**Contact Details : Markets Service**

Address:-	19, Albion Street, Halifax, HX11DU
Email:	<a href="mailto:marketsd@calderdale.gov.uk">marketsd@calderdale.gov.uk</a>
Telephone:	01422 393584 or 01422 393583
Fax:	01422 348953

## 10 Feedback, Complaints & Equalities

### 10.1 Your Views

If you have any comments or suggestions about this guide, please send them to our Corporate Asset and Facilities Management at the address shown on page 1 of this booklet.

We aim to deliver our services efficiently, fairly and politely. If you are not satisfied with our work regarding business property management issues, please contact: Lee Wigley, Corporate Asset and Facilities Management, Estates Manager, 3<sup>rd</sup> Floor Princess Buildings, Princess Street, Halifax HX1 1TP

Please find attached, a feedback questionnaire seeking your comments regarding the information pack together with the facility to confirm your contact details. It would be appreciated if you could complete and return the questionnaire to assist in communicating with you in the future.

This information contained in this pack will be available on the Council's Web site and will be updated as the information contained in this pack changes.

<https://www.calderdale.gov.uk/v2/businesses/land-and-premises/guidance-commercial-tenants>

### 10.2 Complaints

If you would like to make a complaint regarding your tenancy or any matter concerning the Council, please visit the following website link for information:

<https://www.calderdale.gov.uk/v2/council/consultation-and-feedback/compliments-and-complaints>

For general enquiries or if these pages do not tell you what you want to know about making complaints, or giving compliments and suggestions, please get in touch.

Email: [customer.first@calderdale.gov.uk](mailto:customer.first@calderdale.gov.uk)

Telephone: 01422 288001

If you have a lot to tell us, you may want to write to us instead (no postage stamp required). Please write to:

Calderdale Council  
Complaints and Compliments Team  
Freepost RTGL-EXHR-SRLH  
Halifax Customer First  
1st Floor, 19 Horton Street  
Halifax  
HX1 1QE

Or if you would like to speak to someone at the Complaints and Compliments Unit, please call us on telephone number 01422 392279

### 10.3 Equality & Diversity

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

For more information in this respect, please visit the following section of our website:

<https://www.calderdale.gov.uk/v2/residents/community-and-living/equality-and-diversity>

If you would like this information in a different format, language, Interpretation or in large print please ring: 01422 392004



Corporate Asset and Facilities Management  
3<sup>rd</sup> Floor Princess Buildings  
Princess Street  
Halifax  
HX1 1TS

Telephone: 01422 392004  
Email: [estate.management@calderdale.gov.uk](mailto:estate.management@calderdale.gov.uk)  
Website: <http://calderdale.gov.uk>

