

A large, light blue circle is centered on the left side of the page. Inside the circle, the text "Welcome Your Property Guide" is written in a white, serif font. The text is arranged in four lines: "Welcome", "Your", "Property", and "Guide".

# *Welcome Your Property Guide*



# Customer Information Guide

**Our main offices:**

1 Burrell St  
London, SE1 0UN  
Phone: 020 3356 0999  
Fax: 020 3267 1118

Square One  
4 Travis Street  
Manchester  
M1 2NY  
Phone: 0161 880 3561  
Fax: 0161 880 3987

Bristol Temple Point  
Redcliffe Way  
Bristol  
BS1 6NL  
Phone: 0117 372 1114  
Fax: 0117 372 1146

1st Floor  
Buchanan House  
58 Port Dundas Road  
Glasgow G4 0LQ  
Phone: 0141 555 4406  
Fax: 0141 555 4956

**Registered Office:**

Network Rail  
Infrastructure Limited  
90 York Way  
London  
N1 9AG

[networkrail.co.uk/property](http://networkrail.co.uk/property)  
0800 830 840

Registered in England  
& Wales number 2904587





Gareth Orley & Luke Ludwell  
Avon Valley Cyclery  
Bath

*Network Rail's property arm is the largest provider of small and medium-sized business accommodation throughout the UK. We offer a wide choice including industrial units, warehouses, offices and retail units. Many of our properties are located in city centres.*

## Our team

**For those based in London please contact:**

### Property Manager

For all new property enquiries and existing tenant queries.

### Area Operations Manager

Responsible for managing our estate in London.

**For all other areas (excluding London) the contacts are:**

### Site Manager

Your first port of call for day-to-day issues concerning your property – for example leaks, faults, broken locks.

### Portfolio Manager / Surveyor

For all new property enquiries and existing tenant queries.

### Estate Manager

Responsible for managing our estate as a whole.

### Lettings Negotiator

Responsible for letting our available properties.

# What we do

*We will have checked your property's facilities, but you should still carry out inspections of your own before you move in.*

#### Useful checks are:

- Services (water, electricity, gas)
- Phone connection (if this applies)
- Security

#### Your responsibilities

As our customer and a tenant, you'll be responsible for the following:

- Paying your rent and any other charges in full on the dates shown in your agreement.
- Paying rates, electricity, gas, water, phone and any other costs charged against the property or the occupier.
- Keeping the property in good repair.
- Applying in writing for permission to carry out any improvements or alterations to the property. You must wait for our written permission before you carry out any work.
- Applying in writing for permission for any changes you may want to make in how the property is used. You must wait for our written permission before you change the agreed use.
- Giving us notice in writing if you want to end your agreement. Please read your agreement in full for details.
- Arranging insurance of the premises to include third party liability insurance. You should also arrange separate contents insurance.
- Getting relevant planning permission for how you use the property. You should give us a copy of the planning permission.

**Move  
in**

## Rent

### Deposit

We took a deposit to cover rent when you completed your new agreement to ensure you meet the responsibilities set out in it. We'll keep your rent deposit safe while the agreement is in force. However, we may use it to settle any costs, claims and liabilities that arise if you break any of your obligations. This may include failure to pay rent or maintain the property to the agreed standard.

If we have to use the deposit before the end of your agreement, you'll have to make a payment to make the rent deposit up to the full amount again. When your agreement has come to an end you can't use the rent deposit as the final payment of your rent. We'll return your deposit after the end date providing you have kept to the agreement.

### Paying your rent

You must pay your rent in line with your agreement. Your rent does not include any service charges, insurance or other costs which you may have to pay under the conditions of your agreement. You're responsible for paying business rates and for services such as electricity and water direct to the supplier.



Zak & Naomi Menderin  
Rehab  
Chelmsford

# How to pay

### How to pay

You can pay your rent in two ways.

### By direct debit

Direct debit is a safe, simple and convenient way to pay your rent.

### Benefits to you are:

- No worries about remembering to pay at the right time.
- A possible reduction in bank charges.

### By cheque

#### Please remember to:

- make cheques payable to 'NETWORK RAIL' and
- return the payment slip from your bill with your payment so we can process it.

When we receive your rent payment, we'll update your records.

For more details, contact your credit controller listed on your bill or call your portfolio manager.

# Trouble paying rent?

## Payments

If your payment is late, we may charge you interest.

### If you have difficulties

If you have trouble paying your rent, you should contact us straight away. Please ring your credit controller or portfolio manager who will provide support wherever possible and will be able to discuss the possibility of a payment plan.

If you don't pay your rent on time but instead rely on us to recover it from you, there are several official steps we're entitled to take.

We'll usually send customers a reminder letter within seven days following the due date. If you still don't pay your rent, we can instruct a bailiff to visit your premises and recover the debt.

We'll add the bailiff's costs to what you owe and we also have the legal right to charge interest on rent arrears. Ultimately, we can repossess your premises if you don't settle the bill with the bailiffs.

We don't have to send any reminder and we can send bailiffs to take action immediately if your rent is overdue.

*If we instruct bailiffs, we may ask them to do one of two things:*

#### 1. Collect the rent you owe and any associated costs

If a bailiff visits the premises, they'll tell you what your rights are. They'll give you a receipt for each payment you make. If the bailiffs need to visit you again, usually after five days, the amount of money you owe will increase. If you don't make the payment, they may remove your goods and sell them at auction.

#### 2. Repossess the premises

If we repossess your premises, we'll serve you a 'legal notice' to collect your goods within 14 days. We will either sell any of your goods to recover any money due or dispose of any goods you don't collect. We'll also charge you for any costs involved.

### Customers in Scotland

We have various legal rights when your rent is overdue.

1. We can take action to repossess the property through the courts.
2. We can make a sequestration order for rent. This involves the court sheriff seizing your goods.
3. We can take legal proceedings in the courts to get back your unpaid rent.

You must pay your rent on time to avoid us taking action against you.

### Professional advice

We follow the recommendations from the Royal Institute of Chartered Surveyors (RICS) Code of Practice for Commercial Leases. The recommendations were formed to improve the leasing relationship between customers and property owners. The code has been designed to give customers a fairer deal and greater choice in reaching lease agreements with property owners.

If you would like professional advice, there are many independent organisations you can contact such as chartered surveyors, solicitors, local authorities and training and enterprise councils.

### Service charges

When applying service charges we keep as closely as possible to the principles of the Code of Practice for Service Charges in Commercial Property (England and Wales). This guide is approved by, among others, the Royal Institution of Chartered Surveyors, the British Property Foundation and the British Council of Shopping Centres.

If you want to download or print a copy of the 'Code of Practice for Service Charges in Commercial Property' please visit [www.rics.org](http://www.rics.org)

*Good  
advice*



Ian Burgess  
London Fields Brewery  
London

## General work

*You must write to us when you plan to carry out maintenance and alterations to your property or any action that causes you to work near the railway. You cannot carry out work without our consent. We can also give you advice and agree with you a safe way for the task to be carried out.*

### Security

Please report any suspicious activity to the British Transport Police on **0800 405040** and by dialing 999. Remember to maintain burglar alarms and other security equipment.

### Maintenance

We have set out maintenance obligations in your agreement. If you need more details, please contact your portfolio manager.

From time to time we will carry out a safety inspection on the property. This may involve removing the arch lining (if this applies). We will do everything we can to ensure as little inconvenience as possible.

#### What we're responsible for maintaining:

- the structure of the arch viaduct (if applicable)
- shared access roads, forecourts and shared areas, for example, fire escapes, shared services, lighting, drainage and vegetation

We will charge you a percentage of the costs involved (this is the service charge).

#### What you're responsible for maintaining:

- arch lining (if applicable)
- buildings and structures
- fixtures and fittings, for example, lean-to's and signs
- lighting
- sanitaryware
- all services - gas, water and electricity
- servicing alarms, heating systems, and so on
- buildings, including:
  - roof, walls, foundations, doors and floors
  - rainwater drainage
  - foul drainage (mains or cesspits)
  - decoration inside and out
- land, including:
  - surfacing
  - fencing
  - access gates
  - clearing vegetation

### Changing and improving your property

**If you want to improve or change the property in any way, you should:**

1. Contact your portfolio manager.
2. Give us plans and a specification of the work you wish to carry out.
3. If necessary, get planning permission and building regulation approval from your local authority.

Please note that any improvements carried out without our consent will be taken into account when we review your rent.

### Subletting and transferring the property

You may not sublet or transfer all or any part of the property to anyone else.

### Inspections

We'll contact you before any planned inspection to discuss what may be involved.

# Looking after your property



# Safety

*The railway has many possible dangers that you may not have come across previously. It's important that you are aware of the effect your activities have on the property you use as well as on neighbouring premises.*

**Safety  
first**

## Using your premises

To reduce the risk of possible dangers, please follow these general rules:

Only use your premises for the purpose originally set out in your agreement.

Keep your premises in good repair and maintain high standards of housekeeping. Rubbish is unsightly and can also be very dangerous.

If you rent an arch, you may not cut into or interfere with the arch structure, lining systems or paint any part of the viaduct or infill, without getting our written permission. Cleaning and sandblasting the viaduct is also not allowed.

If you rent land or property near to the railway line, you must prevent any activity from taking place that could affect the safety of the railway and its customers.

Make sure that your equipment does not cross your boundary onto the railway or get close to our overhead electric power lines, which carry 25,000 volts. This applies particularly to ladders, cranes, forklifts, other jibbed machines, scaffolds, hoses, water jets and sprays. We may need to supervise your contractors, so please contact us if you plan to use any of the above.

Don't stack materials in a position where they could fall onto the railway line.

Don't allow any activity on your premises which may cause damage, create a nuisance, or inconvenience our customers and your neighbours.

## Deliveries and other visitors

The safety of visitors is your responsibility, and you should make sure they're aware of any necessary safety issues whilst there.

Think carefully when cleaning windows or gaining any special access needed to maintain your property. If necessary, please call us first.

Our employees and contractors are your visitors when they enter your premises. You have a duty to let them know about any dangers you are aware of. This includes any arising from your business or other activities on the premises. All rules that apply to your agreement also apply to any contractor you employ.



Ikeela Sealey,  
Sticky Toffee Dance  
Birmingham

## Accidents

*You must report any accident that may affect railway operations. You must let us know immediately about any fire, gas or chemical leak, collapse of structure or any other dangerous or potentially dangerous event.*

*In this case, please call the Network Rail Helpline on **08457 11 41 41 (24 hours)**.*

*If you are not sure about the safety implications of any activity, please call your site manager or portfolio manager immediately.*

### Fire safety

**All our premises are governed by fire-safety laws and you must fill in a fire-risk assessment.**

**Please remember the following:**

- You cannot use or store oxyacetylene equipment in our properties.
- Keep fire exits and exit routes clear and make sure they are clearly marked.
- Make sure you have good arrangements in place to manage waste and keep things tidy.
- Keep flammable liquids (only if we have given our written permission) to a minimum and store them in suitable containers.

- Use and store compressed gas cylinders (only if we have given our written permission) in line with the supplier's recommendations.

- Make sure you have appropriate fire extinguishers and keep them accessible and maintained.
- Have arrangements in place for raising the alarm in case of fire.
- Do not light fires in or near the premises.

You can find more information on fire safety at [www.communities.gov.uk](http://www.communities.gov.uk)

**Let us  
know!**

## Environmental issues

### Waste

The law states that you must take all reasonable steps to keep waste safe. If you give waste to someone else, you should ensure they are authorised to take it and can transport, recycle or get rid of it safely.

If you break this law, you can be fined an unlimited amount.

For more information on environmental or health and safety issues, visit [www.hse.gov.uk](http://www.hse.gov.uk)

For more information and practical guidance please call the Department for Environment, Food and Rural Affairs (DEFRA) on **08459 33 55 77**.

More details about how you can become a more sustainable business can be found in our separate guide.

# Being green



## Helping your business to grow

*We're in the best position to help you as your business grows and changes. Talk to us and we can help you find more space for your business to expand. We can also discuss suitable rent and other initiatives to help you grow.*

*'We offer you openness, honesty and fairness in our dealings.'*

Below are official organisations which can offer advice on property matters. They'll also have information about practices in your area.

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

Parliament Square  
London SW1P 3AD  
Phone: 0870 333 1600  
or 020 7222 7000  
E-mail: [contactrics@rics.org](mailto:contactrics@rics.org)

To see the RICS Code of Practice for Commercial Leases, visit [www.rics.org](http://www.rics.org)

### **The Law Society**

(England and Wales)  
Phone: 020 7242 1222  
Website: [www.lawsociety.org.uk](http://www.lawsociety.org.uk)

### **The Law Society of Scotland**

Phone: 0131 226 7411  
Website: [www.lawscot.org.uk](http://www.lawscot.org.uk)

**Where  
we can  
help**





# Moving on

## Selling your business

*Under our standard agreement you cannot sublet or transfer your property. So that you can sell your business if you choose to, we'll consider negotiating direct with someone you nominate. However, we will need to carry out the usual credit checks and so on. Before you sell your business, please make sure we agree to grant a new agreement to the person you have chosen.*

### Ending your agreement

#### England and Wales

##### By you

Your agreement gives details of the process you need to follow if you want to end your agreement. This is usually by writing to us. The letter must give the necessary period of notice as shown in your agreement.

##### By us

Most of our agreements are governed by the Landlord and Tenants Acts. These give you legal protection in case we want to end your agreement. There are limited reasons for us to gain possession of the property. We can however repossess the property, without notice, if you fail to pay the rent. In these circumstances, you should seek professional advice.

#### Scotland

##### By you

You must follow the standard set out in your agreement. This is governed by common law. If you have a yearly agreement, you'll need to give us 40 days' written notice before the end date or as described in your agreement.

##### By us

We can repossess the premises if you do not pay your rent. If we need to repossess the property at the end of the agreement, we'll give you 40 days' written notice or as described in your agreement. In these circumstances you may want to get professional advice.

