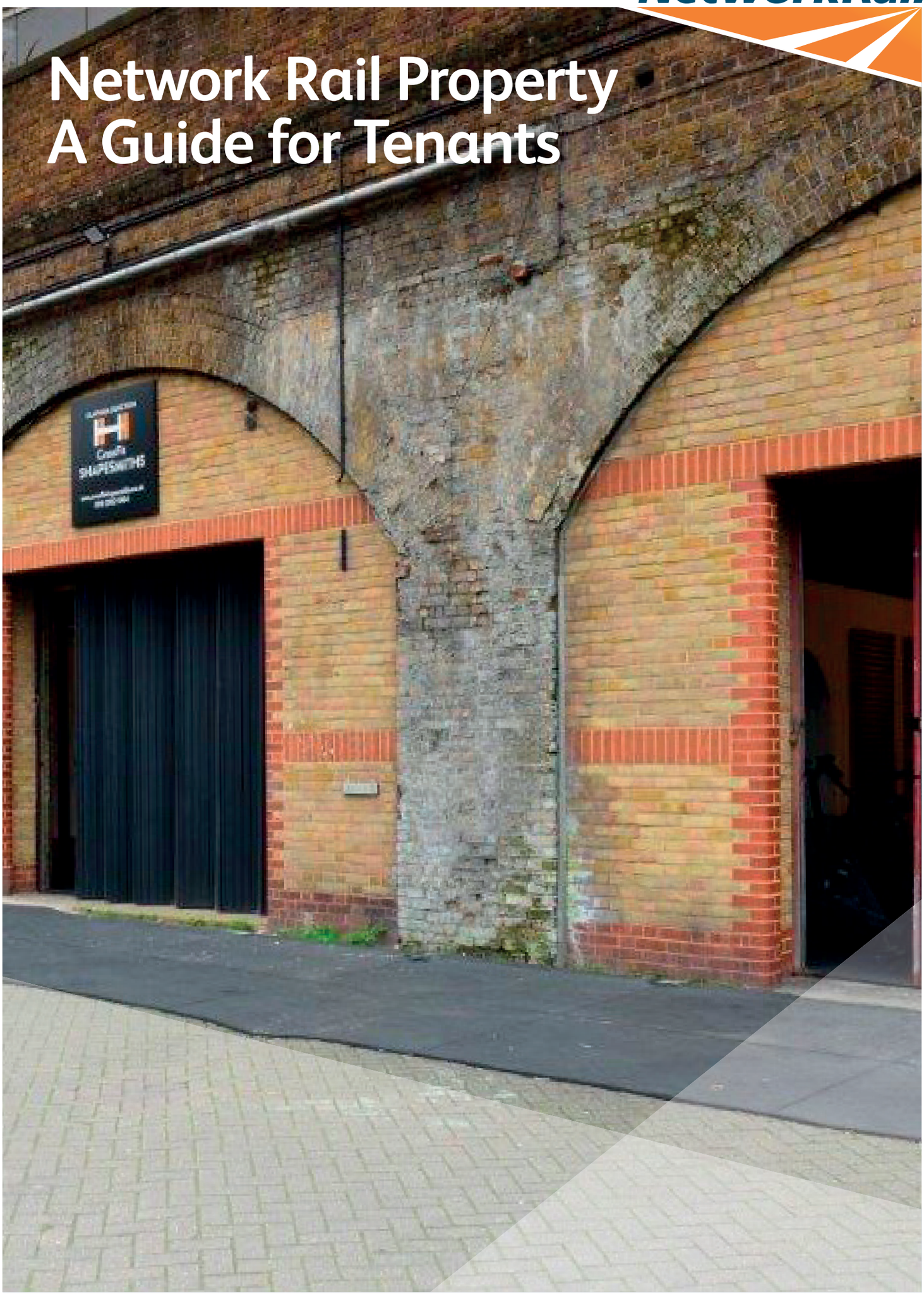
NetworkRail

Network Rail Property
A Guide for Tenants



Welcome

This Guide for Tenants has been prepared to provide general guidance and information to both existing and new tenants who hold a lease with Network Rail Property.

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Please note that whilst this Guide is a supplement to your tenancy agreement, it in no way affects the terms of your Agreement; nor does it alter any of the obligations in your Agreement. It is important that you understand these obligations and abide by the high standards Network Rail Property sets in the management and use of its tenanted properties. For the precise terms of your lease, please consult your tenancy agreement document. If you have any queries, we recommend you seek professional third party advice.

We have designed this Guide into seven easy-to-access sections, including a "My documents" section where you can keep a copy of your lease and other important certifi cates, surveys, plans, etc.

1. Moving in
2. The important stuff (rent, maintenance and safety)
3. General guidance and advice
4. Sustainability guide
5. Regulatory information
6. Moving out
7. Termination checklist

If you need further advice, please contact your Property Manager, if your Property Manager is unavailable, please call the Property Helpline as listed in the Contacts section.

Please read this Guide for Tenants carefully and keep it to hand for quick reference.

Business card goes here

My documents

Property address:

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First things first

Your Network Rail Property Manager will meet you when you move in and give you a tour of your new property together with a general introduction to the area surrounding your property unit.

This Guide for Tenants, together with keys, will be handed over.
On the handover, you will be given copies of all test certificates. Where applicable, these include:
- Electrical Installation Condition Report
- Gas Safety Certificate
- Asbestos Survey
- Energy Performance Certificate
- Shutter Service Record

Please keep these documents safe (suggest you keep them in the "My documents" pockets in this Guide). If you have not received these certificates, please contact the Network Rail person who completed your tenancy.

Fire Risk Assessment

You are required, by Law, to complete a Fire Risk Assessment within 28 days of taking occupation of your property. This is to help businesses understand what needs to be done to assess and control risks in the workplace and comply with health and safety law.

Details of how to complete a Fire Risk Assessment can be found at www.gov.uk/workplace-fire-safety-your-responsibilities.

A Fire Risk Assessment can be found on this website, it also provides: good guidance on preventing accidents in the workplace, maintaining safe and healthy working conditions, training and emergency procedures for staff and a host of other advice on health and safety matters.

You should give a copy of your Fire Risk Assessment to your Network Rail Property Manager and have it available for inspection at all times.

Security and peace of mind

Making your premises safe with locks and alarms as required

Your Property Manager will have provided you with all keys to the premises. Should you require additional keys to be cut, or the locks to be changed at any time, please arrange and pay this yourself.

Should you consider the need to install an intruder alarm system, please check with your Network Rail Property Manager whether permission is required. If permitted, you will need to arrange and pay for an alarm system yourself.

Should you change the locks or install an intruder alarm, please inform your Network Rail Property Manager.

Sorting out key holders

As the leaseholder, your contact details will be noted by Network Rail as the primary key holder. Should you wish to add additional key holders, it would be helpful if you give the names and contact details to your Network Rail Property Manager.

Getting insurance cover

Network Rail will insure the structure and the fixtures and fittings that are in place when you move in. This does not include any alterations that you may undertake, or any fixtures or fittings that are installed by you.

Any such alterations, fixtures and fittings, business equipment and all contents and possessions belonging to you or your business, need to be insured separately by you.

Depending upon your business, you should also consider additional insurance to cover the following:
- Public Liability
- Employers Liability
- Business Interruption

An insurance company or broker will be able to advise on your requirements.

In terms of insured risks covered by Network Rail, please refer to your tenancy agreement.

Ready to go…

Trading hours and being a good neighbour

Operating hours for your property unit are unrestricted unless otherwise detailed in your tenancy agreement or imposed as part of a licence or trading condition imposed by the Local Authority. You should check with your local Council concerning applying for or renewing any trading licences.

Please have consideration for neighbouring properties (residential or commercial) and don't allow any activity which may cause damage, create a nuisance, or inconvenience our customers and your neighbours; particularly in relation to access, deliveries and any outside trading space used by customers, such as cafés, restaurants and bars.

Shared areas

Some Network Rail properties will have shared areas for parking, access, loading and waste storage and these will be explained to you by your Network Rail Property Manager on moving in to your property. To avoid any potential disagreements with neighbouring businesses which share these areas, please follow the agreed procedures in terms of your use of this shared space. If you have any particular requirements that may require temporary change, such as an abnormally large delivery needing clearing of some parking spaces, please discuss and agree with neighbouring businesses giving plenty of notice.

Services

Incoming Services

Most of Network Rail's properties have utility services available at the property. On handover, the points where these services enter the property unit will have been shown to you. Meter readings of existing metered utilities of electricity, gas and water will have been taken before you arrived. It is your responsibility to contact and register with the utility provider (details overleaf) to arrange for a new account to be opened.

Electricity Supply – A metered electrical supply is provided to the property unit and the location of the electricity meter will have been identified during the handover process.

Gas Supply – Not all property units have a gas supply. Where a gas supply is available, the location of the gas meter will have been identified during the handover process.
If your business requires a gas supply, you must contact your Property Manager first to discuss your requirements before you contact a gas supplier. Being that many Network Rail properties are arches of a viaduct supporting the railway above, there are safety factors to be considered before a new gas connection can be made.

Water Supply – Not all property units have a water supply. Where a mains cold water supply is provided to the property unit, the location of the water meter (if one has been installed) will have been identified during the handover process.

Telecoms – It is likely that there will be a telecoms point in the property unit. If your business requires additional or new telecoms, you must contact your Property Manager first to discuss your requirements before you contact a telecoms provider.

Getting utilities set up – Helpful links

This is a quick guide to utility providers, including contacts to the industry regulators for energy (Ofgem), water (Ofwat) and telecoms (Ofcom) who encourage competitive pricing and offer information and advice for customers.

Please note that pay-as-you-go energy tariffs for electricity or gas are not permitted at Network Rail properties.

Organisation	Website	Contact Information
Electricity & gas		
Ofgem	www.ofgem.gov.uk	
Electricity new connections from UK Power Networks	www.ukpowernetworks.co.uk	24 Hours helpline: 0800 31 63 105
Gas new connections	Please contact your Property contact	
British Gas	www.britishgas.co.uk/business	Telephone: 0330 0291391 Monday to Friday 9am to 6pm
EDF Energy	https://mybusiness.edfenergy.com	Sales Team: 0800 051 1644 Monday to Friday 9am to 6pm
npower	www.npower.com/business	Telephone: 0800 980 7107
e.on	www.eonenergy.com/business	Telephone: 0333 202 4586 Monday to Friday 8am to 6pm
Scottish Power	www.scottishpower.com/small-business/	Telephone: 0800 22 4400 Monday to Friday 9am to 6pm Saturday 9am to 1pm
SSE	www.sse.com/contactus	
Water		
Ofwat	www.ofwat.gov.uk	
Water suppliers	www.water.org.uk/advice-for-customers/find-your-supplier/	
Telecoms		
Ofcom	www.ofcom.org.uk	
TalkTalk	www.talktalkbusiness.co.uk	Telephone: Business broadband 0800 458 4581 All other solutions 0800 231 5951
BT	www.business.bt.com/products/packages	
Sky	www.business.sky.com	Telephone: 08444 880 543
Virgin Media	www.virginmediabusiness.co.uk	Telephone: 0800 052 0800 Monday to Friday 8am to 6pm

Tenancy Agreement

Deposit, rent and service charges

Deposit
We took a rent deposit when you completed your new tenancy 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 lease 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 bring the rent deposit up to the full amount again.

When your agreement has come to an end, you cannot use the rent deposit as the final payment of your rent. However, we will return your deposit when you leave your property unit and hand it back to Network Rail in a satisfactory condition.

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 tenancy agreement. You're responsible for paying business rates and for services such as electricity and water direct to the utility provider.

How to pay
Your rent will need to be in equal payments (quarterly or monthly). A direct debit should be set up to ensure these payments are not missed. For more details, contact your Credit Controller listed on your bill or call your Property Manager.

Having trouble paying the rent?
If you have difficulties in paying your rent, you should contact us straight away. Please ring your Credit Controller or Property Manager who will provide support wherever possible.

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 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 act immediately if your rent is overdue.

Service charges
Your service charges will have been explained to you in the handover and are detailed in your tenancy agreement. Service charge amounts will be submitted with your rent bill on a monthly or quarterly basis and will need to be paid at the same time.

If you note that a service is not being provided, please contact your Property Manager to discuss your concerns.

Looking after your property

Security
On moving in, you will have been provided with all keys to the property. Should you require additional keys to be cut, or the locks to be changed at any time, please arrange and pay this yourself. As the leaseholder, your contact details will be noted by Network Rail as the primary key holder. Should you wish to add additional key holders, it would be helpful if you give the names and contact details to your Network Rail Property Manager.

As your property unit is part of Network Rail's infrastructure serving the country's railways, we always urge our tenants to be vigilant and to report any suspicious activity to the British Transport Police on 0800 405040 or by dialling 999.

Alterations
You must not undertake any alterations without the prior written consent of Network Rail, unless your lease provides otherwise. If you do carry out any unauthorised works, you will be required to reinstate at your cost.

Maintenance
In your tenancy agreement, various maintenance obligations for which you are responsible, are set out. If you need more details, please contact your Property Manager.

Things you're responsible for maintaining:
- Buildings and structures, including:
  - Arch lining (if applicable)
  - Roof, walls, foundations, shutters, doors and floors
  - Rainwater drainage
  - Foul drainage (mains or cesspits)
  - Decoration inside and out
- Fixtures and fittings, for example, lean-tos and signs
- Lighting
- Sanitary ware
- All services – gas, water and electricity
- Servicing alarms, heating systems, air conditioning etc.
- Land that is part of your property, including:
  - Surfacing
  - Fencing
  - Access gates
  - Clearing vegetation

Things Network Rail Property is responsible for maintaining:
- The structure of the arch viaduct (if applicable).
- Shared access roads, forecourts and shared areas, for example, fire escapes and shared lighting, drainage and vegetation.

Waste
Your Network Rail Property Manager will advise you of your waste collection procedures.

If you use hazardous substances as part of your work process, you must complete COSHH (Control of Substances Hazardous to Health) assessments to identify and control any associated risks. These should also be considered as part of your risk assessment and any significant risks must be notified to your Property Manager. You should also obtain the necessary licences from the appropriate authorities.

Legal Matters

Professional advice

Permitted uses (and what you can't use your premises for)
You must not use the property for anything other than the agreed use, as defined in your tenancy agreement.

The property should not be used for residential use and any other uses that are considered dangerous, offensive, illegal or immoral.

Ending your agreement
If you wish to terminate your tenancy at any time, please contact your Property Manager. You will need to provide written notice.

Please refer to your tenancy agreement for the notice period required and refer to the Moving out section.

Disputes
If you have a dispute with Network Rail Property, please contact your Property Manager.

Safety First

The operational railway
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. To reduce the risk of possible dangers, please follow these general rules:

- Only use your premises for the purpose originally set out in your tenancy agreement.
- Keep your premises in good repair and maintain high standards of housekeeping.
- If you rent an arch, you may not cut into or interfere with the arch structure, lining systems or paint/clean or sand-blast any part of the viaduct structure or infill, without getting our written permission.
- If you rent land or property near to the railway line, you must prevent any activity that could affect the safety of the railway and the travelling public.
- 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.
- Don't stack materials in a position where they could fall onto the railway line.
- You are not permitted to store or use oxyacetylene gas on your premises.

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

Accidents
It is your responsibility to ensure the safety of employees and visitors to your premises and put measures in place to prevent accidents. You can find risk management guidance for businesses at the Health and Safety Executive www.hse.gov.uk/risk/

In case of an accident, please call the emergency services as required.

If there is an accident at your premises that may affect the safe operation of the railway, such as a fire, gas or chemical leak, you must inform the emergency services (999) immediately. In the event of damage/collapse of the arch structure, report the incident to the Network Rail National Helpline on 03457 11 41 41 (24/7/365) and to your Network Rail Property Manager.

Fire safety and evacuation

All our premises are governed by fire safety laws. As part of your acceptance of your tenancy agreement, you must complete a Fire Risk Assessment. You can find more information on fire safety at www.gov.uk/workplace-fire-safety-your-responsibilities

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 your property unit. You can find more information on fire safety at www.gov.uk/workplace-fire-safety-your-responsibilities

Reporting

On occasion, there may be the need to report something that may not appear to be right. Network Rail has a primary objective to keep the rail network safe for its passengers and staff. So, if you see something that doesn't seem right, whether some repair works that don't look safe, some suspicious behaviour or a suspect package, don't hesitate to report it.

- If it's an emergency, always call the Emergency Services on 999.
- If you suspect some terrorist activity, call the anti-terrorist hotline 0800 789 321.
- It you think it's a criminal matter, call the British Transport Police on 0800 40 50 40, text 61016 or go online to www.btp.police.uk
- If it's a health and safety issue, go to www.hse.gov.uk for advice.
- For all other reporting, please contact your Property Manager or the Network Rail general property information line: 0800 916 8895.

"All our premises are governed by fire safety laws. As part of your acceptance of your tenancy agreement, you must complete a Fire Risk Assessment."

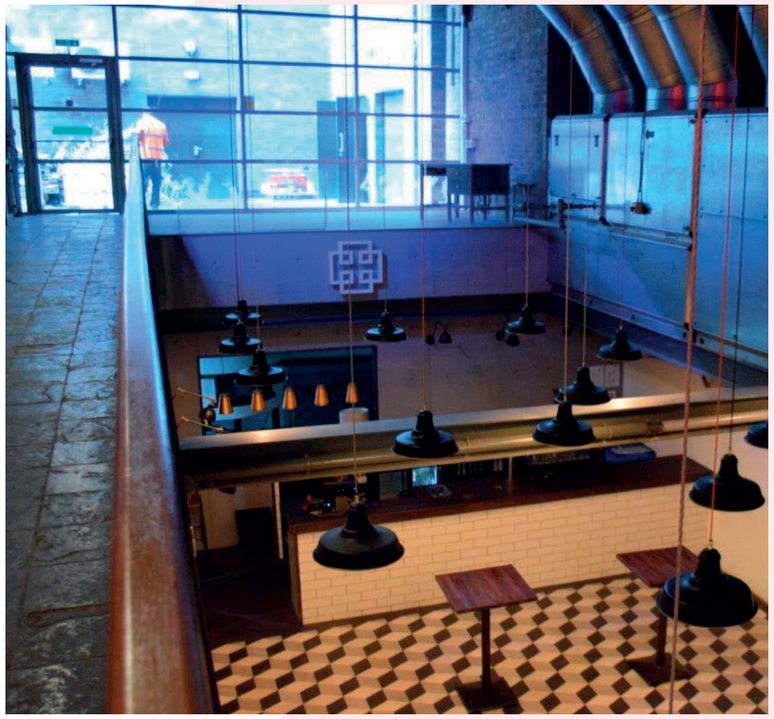
Annual inspections

Reviewing our infrastructure

"Network Rail or its contractors will undertake at least one annual inspection of the property and you will be contacted in advance to arrange a suitable date and time."

Inspections
Network Rail or its contractors will undertake at least one annual inspection of the property and you will be contacted in advance to arrange a suitable date and time. The purpose of this inspection is to ensure that all terms of your tenancy agreement are being met. The inspection will also review health and safety and that your business activities do not put the operation of the railway at risk. You are required to provide access to your premises for these inspections.

Structural Examinations
If your property unit is part of the railway infrastructure, such as an arch that is part of the railway viaduct, Network Rail will also need to carry out a safety inspection on the property from time to time and you will be contacted in advance to arrange a suitable date and time. This is to check the structural integrity of the arch itself, which supports the railway above and may involve removing the arch lining (if this applies) to inspect the arch structure itself. Tenants will need to remove fixtures and fittings to facilitate inspections. We will do everything we can to ensure as little inconvenience as possible.



Sustainability best practice

Reduce, Reuse, Recycle

Sustainability best practices
Implementing sustainable practices in your workplace doesn't have to be complicated and sustainable practices can also improve your brand value and reputation. Consumer habits have changed in recent years and customers now prefer to buy from environmentally friendly and ethical companies.

Examples of sustainable working practices include:
- Implementing a corporate or local Environmental Policy or even a full Environmental Management System to ISO14001:2004
- Implementing a local waste management policy
- Implementing a local sustainable procurement policy
- Switching to alternative energy sources (where feasible)
- Setting targets for energy and water use
- Reducing transport emissions
- Employee development and engagement strategies
- Exploring social enterprise frameworks
- Consider creating the role of an Environmental Manager in your organisation with specified roles and responsibilities for training employees in environmental issues and to ensure compliance with the current environmental legislation

Minimising waste
Recycling at work is a great way to increase your business sustainability and help to reduce climate change. Once you start to recycle at work, you'll experience the wide range of benefits that come with making your business a more sustainable and environmentally responsible organisation.

Consider creating a Waste Management Policy based around the 3Rs: Reduce, Reuse and Recycle and then disposal. This will help set out procedures that your business can reasonably implement to help ensure it can meet its environmental obligations.

Benefits of recycling in the workplace:
- Recycling can enhance your company image
- Recycling is easy to do
- Increase customer loyalty
- Recycling saves space and can reduce clutter
- Recycling is great for the environment
- Recycling can increase employee morale
- Recycling is cost effective

Energy saving and efficiency
To reduce the use of finite natural resources, even the simplest measures to improve energy-efficiency in buildings can represent a substantial saving on energy use and bills. Some improvements can cost virtually nothing and can take a matter of minutes to install. Other improvements relate to changes in habits.

Energy-saving tips and financial benefits:
- Keep doors and windows closed when heating or air conditioning systems are on
- Make sure your premises are well insulated
- Do not overheat or over-cool your space as this increases your running costs and causes extra CO_2 emissions that will contribute to global warming
- Set thermostats to the required temperature then leave them alone; don't use them as on/off switches
- Only switch the lights on when necessary as they can result in significant CO_2 emissions
- Shut windows at night for security purposes and to prevent heat loss overnight
- Switch off equipment: a single computer and monitor left on 24 hours a day can cost over £50 a year
- Consider fitting timers for printers, copiers and water chillers to turn off overnight, at weekends and Bank holidays

Monitoring and recording the energy consumption of your premises is key to ensuring continued energy efficiency.
The first step is to establish your baseline energy consumption by analysing monthly meter readings or installing a smart meter that your energy supplier can provide.
The next step is to set targets for future energy consumption and focus on identifying areas of energy-inefficiency and track the improvements made.

Where possible, the use of natural daylight should be maximised to reduce the dependency on artificial lighting. Preference should be given to dedicated energy efficient internal and external light fittings and motion-detecting sensors can be retro-fitted to turn the lights on when a room is occupied and when vacated. In addition, photocells can automatically switch lighting off depending on the available levels of natural light. External lights can also be controlled via a time switch with a daylight override. Efficient lighting design and management can reduce your lighting energy bill by 40–80 % and also reduce the heat load on cooling and air conditioning systems.

Your heating temperature control should be set to provide just the right temperatures to maintain thermal comfort without wasting energy and money. Don't overheat the space. Turning down your heating by just one degree could reduce your annual heating costs by up to 8 % and you could achieve similar savings by adjusting your cooling or air-conditioning system by one degree in the summer. Make sure thermostats operate accurately by positioning them away from draughts and direct sunlight and make sure your time controls for your heating and hot water are only switched on at times when your premises is occupied. Water for catering and washing should be heated to 60˚C to 65˚C to protect against and if your water temperature is higher than this, you may be wasting energy. Making the most of natural ventilation is a simple and cost-effective way of achieving big savings on your ventilation and cooling systems. Avoid blocking ventilation grilles and ensure air vents are kept clean for optimum operation and safe venting of waste fumes. As air conditioning and heating systems are thermostatically-controlled, leaving doors and windows open will cause the systems to operate almost continuously to maintain a constant temperature. This will result in potentially high electricity, repair and maintenance costs. Installing energy-efficient equipment will ensure optimum performance and longer term energy and cost savings.

Water

It is estimated that by adopting a systematic approach to water consumption, a business can cut its consumption by up to 30 % with resulting cost savings. Additional financial savings can be made by implementing simple and inexpensive ways of minimising water use:

- Regularly inspect your water supply pipework for any evidence of leaks
- Maintain taps and water fixtures like urinals, cisterns and dripping taps by replacing worn washers and faulty seals
- Reduce water consumption by installing low flow water fittings
- Monitor your water meter; for instance, if there's a night time flow when no-one is around, there could be a leak or a tap or valve left on
- Make sure pipes are protected against cold weather

Major cost savings can be gained through the installation of dual flush WCs that can save up to 50 % of water per flush, compared to standard single flush WCs. The flush volume of existing single flush WCs can be reduced by installing water hippos or a save-a-flush cistern displacement device – which will save between one and three litres per flush. Most urinals do not have controls and flush continuously as the cistern fills, but there are opportunities available to control flush and reduce water consumption, such as timers, motion detectors and door switches. Waterless urinals work without using any water other than for routine cleaning.

Installing new taps can also save water. Aerated taps (where air is bubbled in with the water) will reduce the amount of water used (by up to 50 %) and will create a soft bubbly flow without any reduction in water pressure. Flow reduced taps force water through smaller holes in a showerhead or tap, producing a fine, firmer spray. Flow limiters can be either incorporated within the tap or fitted on to the pipework supplying the tap.

A water meter (supplied and fitted by your water company) can be fitted to the mains supply to record water consumption to ensure that your premises is operating efficiently and economically. Having a meter will make you more aware about how much water you use and see whether you can save money by using less.

The first step is to establish your baseline water consumption by analysing monthly meter readings. The next step is to set targets for future water consumption and focus on identifying areas of water wastage and track the improvements made.

Travel & transport

To minimise your business' and your staff's carbon footprint and to reduce your impact on the environment, you could consider the following travel and transport options:

- Encourage the use of public transport wherever practically possible
- Encourage the use of bicycles with the provision of secure cycle stands and changing/shower facilities.
- Consider registering with the Government's bike buying scheme, which offers a tax incentive to the employee as the cost of the bike is deducted at source from their salary or wage and is not subject to tax.

"Consider registering with the Government's bike buying scheme, which offers a tax incentive to the employee as the cost of the bike is deducted at source from their salary or wage and is not subject to tax."

Sustainable procurement
Sustainable procurement is about taking into account the social, economic and environmental impact that purchasing, supplying or manufacturing has on the environment, people and communities. Going beyond compliance and implementing good environmental, social and sustainable practices can: cut costs, reduce risk, improve working practices and make your business more competitive. Your buyers should consider choosing sustainable suppliers as part of your business' commitment to sustainable development. It is worth noting that many Government, Public Sector buyers and Tier 1 suppliers will only award contracts to businesses that take environmental responsibility seriously and operate through sustainable working practices.

These include considering the impacts of:
- Design, including sourcing, materials (natural over man-made), life expectancy etc.
- Non-renewable material use, such as plastics and fuels
- Manufacture and production methods, such as local and low-energy manufacturing
- Service delivery
- Maintenance, easy to access and maintain and long life products with minimal requirements
- Recycling before final disposal

To conclude, sustainable procurement is about:
- Getting lasting value for money
- Avoiding or reducing environmental damage
- Delivering social and economic benefits locally

More information
For more information about sustainability, we have provided a number of resources that may help.

Organisation	Website
Network Rail Sustainability	https://property.networkrail.co.uk/network-rail-property/sustainability/
Breeam	www.breeam.com/
Carbon Trust	www.carbontrust.com/home
Chartered Institute of Building Services	www.CIBSE.org
Department of Energy and Climate Change	www.decc.gov.uk
Energy Saving Trust	www.energysavingtrust.org.uk
Green Building Council	www.ukgbc.org
Waterwise	www.waterwise.org.uk
WRAP (Waste & Resources Action Programme)	www.wrap.org.uk

"It is worth noting that many Government, Public Sector buyers and Tier 1 suppliers will only award contracts to businesses that take environmental responsibility seriously and operate through sustainable working practices."

"Going beyond compliance and implementing good environmental, social and sustainable practices can: cut costs, reduce risk, improve working practices and make your business more competitive."

Network Rail Regulations

Mandatory as of 1st August 2015

1. Nothing is to be placed or kept at your property which may be of an explosive, combustible or dangerous nature; except as may be agreed in writing by us and as required in connection with the agreed use of property as set out in your occupational agreement.
2. Liquid petroleum gas cylinders (whether containing gas or not) are only to be stored at your property as may be agreed in writing by us from time to time and then only when connected to equipment for current use.
3. Only the minimum quantity, as agreed by us in writing, of any gas cylinders (containing gas or not) should be kept at your property.
4. Acetylene cylinders must not be used or kept at your property.
5. Tyres, timber, plastics or any other combustible materials (e.g. pallets) are not to be kept at your property in such numbers (or stored in such a manner as) to present a material fire risk. You must comply with any of our site manager's or fire officer's requirements in this respect.
6. Propane heaters may not be kept or used at your property.
7. Appropriate Hazchem warning signs must be displayed on the outside of your property (where relevant) to inform the Fire Brigade in the event of a fire.
8. No material substance or liquid of a combustible, offensive, explosive, noxious, dangerous, inflammable or injurious nature is to be discharged into any drain or sewer serving your property or serving any adjoining or neighbouring premises. This includes the discharging in this manner of material that should be treated as waste and removed by you to an authorised landfill site in a satisfactory and controlled manner.
9. Asbestos may only be used or kept at your property as agreed in writing by us.
10. No refuse is to be allowed to accumulate on your property and no vermin is to be allowed or encouraged (either purposefully or due to the poor housekeeping in your use of the property). Additionally, so far as practicable, any adjoining road frontage or any area over which you have rights, is to be kept in a tidy condition to our satisfaction.
11. No fire is to be lit at your property or at any adjoining road frontage or any area over which you have rights without our explicit permission (and this includes the use of braziers).
12. All fire exits or means of escape must be well maintained and kept clear and unlocked while the property is in use.
13. All gangways and walkways must be kept clear at all times to provide ready access to all parts of your property. For the avoidance of doubt, this extends to our requirement to keep all fire escape routes, accessways, roads and all areas that are not demised to you and may be common to others (or even private), clear of your goods and materials at all times. Any area outside of your structural property, unless defined within your agreement, is not to be used for storage of any kind or used as an extension to your property.
14. Goods, materials, fittings and fixtures may only be stored in your property by such method and to such height as we allow.
15. Fire extinguishers and other fire safety equipment provided at your property, are to be kept in proper working order, with current and appropriate annual trade association certifications. Any requirements of us or our insurer for reducing exposure to an insured risk, are to be complied with.
16. No paint spraying (other than water paint spraying) shall be carried out within any property without the necessary licence from the local or other appropriate authority – and then only inside an approved spray-booth (unless formally exempted by that authority), ensuring that while any such paint spraying is being carried out:
    - **i.** no welding is to be undertaken within the subject property;
    - **ii.** adequate ventilation is to be provided and maintained; and
    - **iii.** no smoking is allowed within the subject property (and signs displaying these restrictions are to be put in a prominent place in the workplace).
17. The floors or walls of your property are not to be overloaded and the structural stability of your property is not to be endangered (walls, floor and roof).
18. Nothing is to be done at your property which may damage or interfere with the structure of the premises owned by us. No machinery or other equipment which causes or may cause interference with railway traction or signalling equipment may be used on or at your demised unit.
19. No engine, machinery, boiler, flue, chimney or furnace is to be installed in your property without our written consent. For the avoidance of doubt, this also includes any ventilation or air extraction as may be used in a commercial kitchen or for food preparation.
20. Where your agreement provides or permits, any exterior painting of your property shall only be in accordance with such colour scheme as we may direct from time to time.
21. Electrical wiring and equipment must be maintained at all times in a safe condition to current statutory requirements. A current Certificate of Electrical Safety for your property must be obtained from an accredited contractor (a full member of either NICEIC, ECS, NAPIT or SELECT – Scotland only), maintained in date and supplied to us on request and at the end of your tenancy. It is mandatory that the electrical distribution system in your property will never be overloaded. For the avoidance of doubt, the use of extension leads to provide electrical distribution in place of additionally professionally fitted electrical outlets, is an unacceptable practice.
22. You will undertake annual electrical testing of portable appliances and supply details to us on request and retain details at your premises for inspection.
23. On giving up possession of your property, if required by us, you are to pass to us a Management Survey (formerly an Asbestos Type 2 Survey) as set out in the Control of Asbestos Regulations 2012.
24. Within one month of the commencement of your occupation, you are to carry out a fire risk assessment for your use of the unit and produce a copy of it to us. This should include a written risk assessment and an Emergency Plan for your property (Fire Action Notice). This is also to be attached in a prominent position in your property and visible to all employees and visitors, in a location obvious to all. This is to be maintained and kept current during the term of your occupation.
25. You will ensure that any foul waste facility likely to discharge effluent which contains grease, oil or large quantities of suspended solids, shall be fitted with an appropriate interceptor, trap or separator which will be emptied and cleaned regularly with all resultant sediments disposed of in a legal manner. Evidence of licensed disposal of sediments or effluent is to be supplied to us if requested and retained at your premises for inspection.
26. All work carried out on gas heating or related appliances must be in accordance with the requirements of the Gas Safety (Installation and Use) Regulations 1994. As a minimum, the following shall be undertaken (and proof provided annually and retained at your premises for inspection):
    - **iv.** Gas Soundness test;
    - **v.** Flue pull test;
    - **vi.** Combustion test;
    - **vii.** Annual test certificate confirming the results of the gas system test, any defects identified and remedial action to be undertaken – and evidence that it has been completed – all undertaken by a Gas Safe Registered Engineer.
27. The operation of all equipment and machinery and for all working practices undertaken in any property must reflect the best practice standards of any related trade organisation, professional or regulating body, as well as meeting all current statutory health and safety regulations. Any consent approvals, inspection reports or licences relating to processes and equipment, are to be supplied to us if requested and retained at your premises for inspection.
28. Where there is a kitchen extract system in use at the property, this installation must have the landlord's approval and be fitted with suitable access panels to enable the plenum chamber, body, all trunking and filters to be cleaned. You are to clean all at least quarterly and in accordance with "TR/19 HVCA Guide to Good Practice – Internal Cleanliness of Ventilation Systems" as issued by the Building & Engineering Services Association from time to time. Records of your compliance must be supplied to us if requested and retained at your premises for inspection.
29. Any hazardous materials stored at your property are to be stored in a best practice manner and be minimal in terms of quantity, scale or extent (as we determine from time to time) and only ever in the areas demised to you under your occupational agreement; unless you have written approval from us otherwise. In addition to the above we will specifically require you to operate in our property in accordance with our Environmental Regulations, as below:
30. You will manage, operate and use the property in a sustainable and environmentally efficient manner, doing nothing or omitting anything that causes the sustainability and environmental efficiency of the property to be prejudiced, reduced or otherwise adversely affected and where reasonably possible you will seek to improve it.
31. You will not make any changes, alterations or additions to the property or to your fixtures and fittings which could adversely affect the sustainability or environmental efficiency of the property.
32. If you undertake any changes, alterations or additions to the property, whether a landlord's consent is required under your agreement or not, that render obsolete an existing environmental certificate (for example an EPC, DEC or BREEAM certificates), you will promptly obtain new certificates in the appropriate form at your own cost and supply copies to us whether requested or not.
33. We want you to work with your employees to formulate and implement a travel plan for your business to reduce emissions and the carbon footprint relating to travelling to and from the property.
34. You will recycle waste from the property, meeting the compliance needs of the local authority.
35. For the avoidance of doubt, unless specified as a service being provided by us as part of any service charge arrangement, we will require you to provide us with details of your arrangements for the operation of waste management for your property. This is assumed to be via an independent contract and we will want evidence that, where appropriate, this is in place at all times for the property.

Property helpline and out-of-hours helpline

Department	Contact information	Operating hours
General property enquiries	0800 916 8895	Monday to Friday: 9am to 5pm
24-hour emergency helpline	0345 711 4141	24/7/365

Your own contacts

Organisation	Website	Contact Information

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

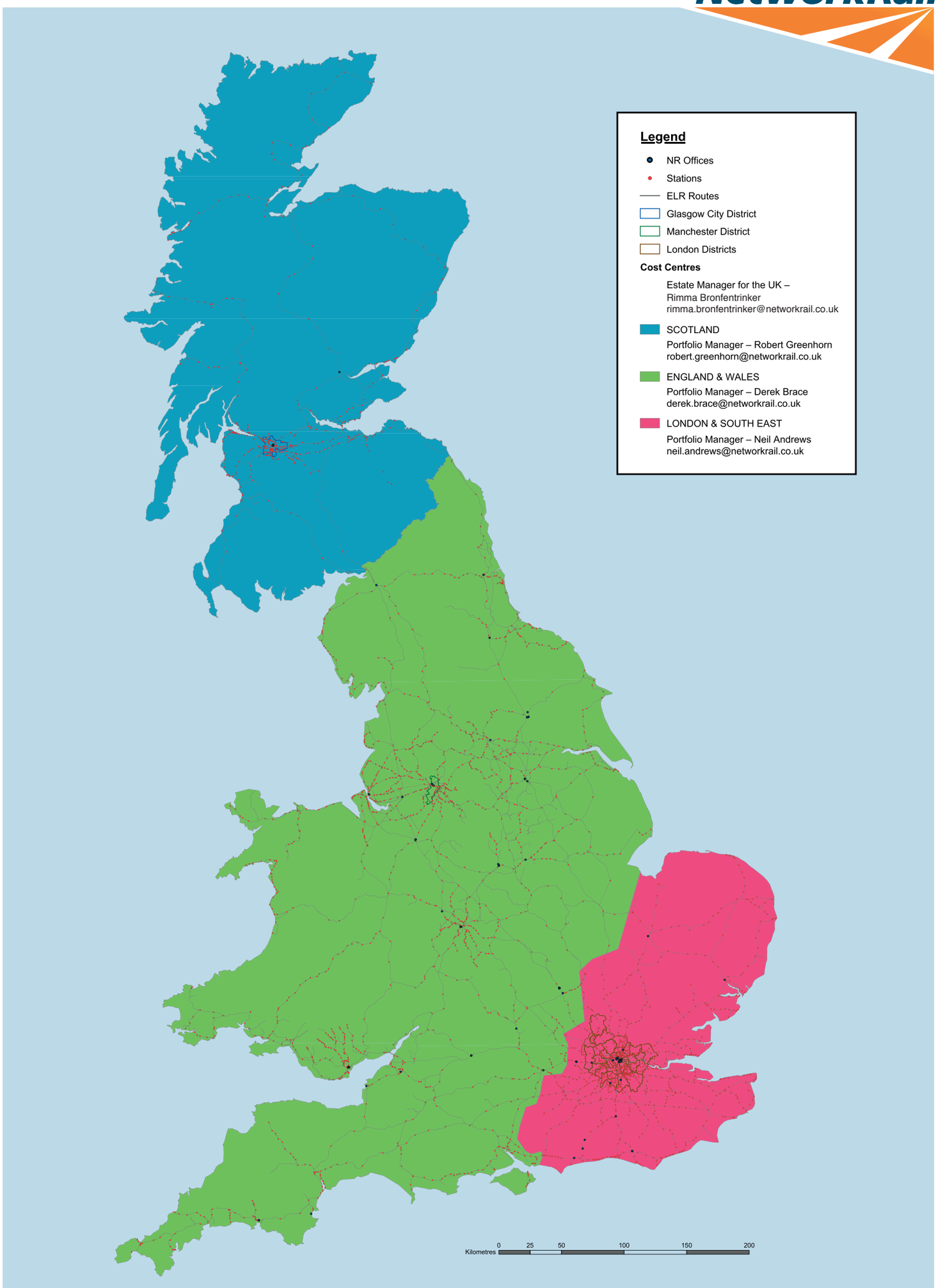
By you
Your agreement gives details of the process you need to follow if you want to end your agreement. This is usually by writing to us. The letter must give the necessary period of notice as shown in your agreement.

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.

Termination checklist

1. Provide current satisfactory Electrical Installation Certificate (NICEIC, ECS, NAPIT or SELECT (Scotland only).
2. Provide current EPC Report.
3. Provide an Asbestos management Survey (formerly an Asbestos Type 2 Survey).
4. Provide current Gas Safety Certificate (GAS SAFE).
5. All services to be in safe working order (lights, hot water heater, boiler if applicable).
6. All lining to be complete and in good order, commissioning remedial works if necessary.
7. Whitewash walls to w/c block and painted surfaces as directed, repainting doors in Network Rail blue - paint reference NCS64BB06-173, vinyl RAL 5013 (BS M4H001).
8. Doors and shutters are to be in good working order and serviced.
9. All alarms to be in good working order including hand over of all manuals and codes.
10. Floors to be swept clean and degreased where applicable, floor coverings to be in uniform order and free from defects.
11. All tenant alterations and temporary structures such as free standing mezzanines to be removed and all elements to be made good.
12. Drainage to be clear and free flowing.
13. All glazing (if applicable) to be in place and in good repair and clean.
14. Ensure that the following are repainted and left clean and clear of refuse:
    - > Kitchenette (if applicable)
    - > Office Floors (if applicable)
    - > Office Walls (if applicable)

* Please note that should any defects be found at hand over of the subject premises the company reserve the right to withhold any deposit in accordance with the relevant tenancy document.


Legend
NR Offices
Stations
ELR Routes
Glasgow City District
Manchester District
London Districts
Cost Centres
Estate Manager for the UK –
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SCOTLAND
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ENGLAND & WALES
Portfolio Manager – Derek Brace
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LONDON & SOUTH EAST
Portfolio Manager – Neil Andrews
neil.andrews@networkrail.co.uk
0 25 50 100 150 200
Kilometres