



NORWICH
City Council

A Guide for Commercial Tenants

by Norwich City Council

2023

Contents

1. Introduction	4
2. Definitions	4
3. Contact details	5
4. Your lease	6
5. When your lease began	6
6. What we expect of you as Tenant	7
7. Moving in: what you need in place	8
7.0. Insurance	8
7.1. Fire safety	8
7.2. Utilities (electricity, gas, water)	8
7.4. Non-domestic rates (Business Rates)	9
7.5. Telephone and internet connections	9
7.6. Security	9
7.7. Tenants' Works	9
8. Rental payments	10
8.0. When to pay your rent?	10
8.1. Where and how to pay your rent?	10
8.2. Methods of payment	11
8.3. What happens if I miss a rent payment?	12
8.4. Interest Charges	12
8.5. Consequences of non-payment	13
8.6. Will my rent increase during my tenancy?	13
9. Repairs to your Premises	14
9.0. Who is responsible?	14
9.1. Reporting a repair	14
9.2. Emergency repairs	15
9.3. Tree safety	15
9.4. Access to Premises	15
10. Insuring your Premises	16
10.0. Insurance provisions in your lease	16
10.1. Building insurance	16
10.2. Tenant's contents insurance	16
10.3. Tenant additional insurance	17

10.4. Legal liability	17
10.5. Unauthorised access and forced entry break-ins	17
10.6. Notification of incidences	18
10.7. Insurance claim procedure (where Landlord insures)	18
11 Applying for Landlord's Consent	19
11.0. Application for Consent	19
11.1. Transferring / assigning your lease to another party	19
11.2. Alterations and improvements	20
11.3. Changing the use of your Premises	20
11.4. Will there be costs?	20
12 Health & Safety Requirements	21
12.0. Health and Safety policy	21
12.1. Duty of care	21
12.2. Electrical installation & electrical equipment.....	22
12.3. Portable Appliance Testing (PAT)	22
12.4. Fuel burning appliances.....	22
13 Fire Safety	23
14. Water Safety	24
15. Asbestos Management.....	24
15.0. Your responsibility as Tenant and duty holder.....	24
15.1. Tenant's Asbestos Management Plan	25
15.2. Finding Asbestos – a reminder	25
15.3. Reporting damaged or disturbed known ACMs or any suspected ACMs.....	26
15.4. Updates to the Asbestos Register.....	26
16. Lease expiry and renewal	27
16.0. Premises Condition	27
16.1. Trade equipment	27
16.2. End of Tenancy	27
17 Seeking professional advice	28
17.0. Professional advice	28
18. General and helpful information.....	28
18.0. Cleaning drains	28
18.1. What to do in an emergency (water, electricity and gas)	28
18.2. What if I smell gas?.....	29
18.3. Plumbing and heating problems.....	29
18.4. Condensation.....	29

19 Access to Council & other services	30
20 Accuracy	31

1. Introduction

This guide offers guidance for tenants who hold an arrangement to occupy a commercial property managed by Norwich City Council. It provides an overview to help you meet your legal and other obligations as Tenant and occupier of the Premises.

This guide does not supersede or replace any of the terms of your lease, or any associated legal documents. Nor is it intended to set out any legal advice or act as substitute for seeking independent professional advice.

2. Definitions

Premises

- The Premises defined in your lease describe the extent of the land and buildings let to you.

Landlord

- References in this guide to 'Landlord' mean Norwich City Council as your Landlord.

Tenant

- The party referred as Tenant in your lease. Where the words 'you' and 'your' are mentioned in this guide, it means you as Tenant.
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3. Contact details

Postal address	Norwich City Council, City Hall, St Peter's Street, Norwich NR2 1NH.
Phone	0344 980 3333 (9am until 4pm, Monday – Friday)
Business hours	9am to 4pm, Monday - Friday The office is closed on all Public and Bank Holidays.

3.1. Report a repair

Email	Estatesnorwich@norwich.gov.uk
Phone	01603 989654 (9am until 4pm, Monday – Friday)
Emergency out of hours' number	01603 412180 (4pm until 9am, Monday to Sunday)

4. Your lease

Your lease is a legally binding contract, which sets out the terms and conditions of the agreement between you, as Tenant, and Norwich City Council, as Landlord. Please familiarise yourself with its contents so that you fully appreciate your responsibilities as Tenant from the outset.

Please keep a copy of your lease somewhere safe and readily to hand for ease of reference throughout your tenancy. This also applies to any other associated legal documents issued to you by the Landlord.

If you are in any doubt about your obligations, then you should seek appropriate professional advice.

5. When your lease began

In addition to the lease and your keys, you should have been given a Tenant Handover Pack which would contain the following:

- A satisfactory Electrical Installation Condition Report (EICR).
- A satisfactory safety certificate for any fuel burning appliance (e.g. a Gas safety certificate if there is any gas in the Premises).
- An Asbestos Register for the Premises.
- An Energy Performance Certificate (EPC) for the Premises.
- Summary details of the Landlord's insurance policy – if the Landlord insures.
 - Internal layout plan.

Notwithstanding the above, for more complex properties and tenancies only the latest certification may be available, leaving the incoming Tenant to provide satisfactory certification on completion of Tenant's works. Such works will be referred to in the lease as obligated works to be undertaken by the Tenant within a certain time scale.

6. What we expect of you as Tenant

Once you have signed a lease, as Tenant you are expected to:

- Honour your responsibilities under the lease and in particular pay your rent on time, meet your repairing and servicing obligations and only use the Premises for the use permitted in the lease.
 - Comply with all statutory regulations placed on occupiers of commercial Premises, obtaining the necessary consents, insurance, etc.
 - Notify Norwich City Council of any change of Tenant name, (personal or company) or any related postal address so the Landlord's records are kept up to date. Landlord's consent may be required to permit the change of Tenant name.
 - Allow the Landlord's representatives to inspect the Premises as permitted under the terms of the lease. With the exception of emergencies, reasonable prior notice will be given.
 - Be a good neighbour and not cause any material disturbance, inconvenience, nuisance or annoyance to the Landlord or to the tenants or occupiers of adjoining or neighbouring Premises.
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7. Moving in: what you need in place

You should make suitable arrangements to allow you to run your business when you move in, including addressing the following essential matters:

7.0. Insurance

- The liability for insuring the building will be set out in your lease.
- As Tenant and occupier, it is your responsibility to arrange insurance for the contents, your business and personal belongings. See section 9 for more details.

7.1. Fire safety

- Tenants and occupiers are responsible for complying with fire safety legislation. Please see section 13 for more details (updated October 2023).

7.2. Utilities (electricity, gas, water)

- You are responsible for paying utility charges. You have the right to choose your supplier.

Meter readings

As soon as you move in, take meter readings and check them against those provided by your landlord to ensure that you agree readings when you contact your suppliers. Norwich City Council will notify any existing supplier to settle and close all accounts up to and including the day before the start of your tenancy.

Energy supplier

In some cases, the previous tenant may have switched supplier without informing us. To check which company supplies the Premises, please visit www.ofgem.gov.uk and search for “Who is my gas or electricity supplier?”

7.3. Trade refuse collection

- As Tenant, you are responsible for making adequate arrangements for the disposal of trade waste material in an efficient and safe manner and to recycle as much as possible.
- You will need to buy your own refuse bin and set up a commercial waste collection contract with either Norwich City Council or another licensed waste management contractor.

7.4. Non-domestic rates (Business Rates)

- You are responsible for paying Business Rates from the start of the tenancy. You will need to contact Norwich City Council to give details of your occupation date, name and postal address.
- The 'Business rates' section on Norwich City Council's website www.norwich.gov.uk contains useful links from making a payment to reliefs and exemptions.

7.5. Telephone and internet connections

- You are responsible for arranging your own telephone and broadband connections and are responsible for all fees and charges. You are also responsible for the maintenance and upkeep of any IT and telephony services and equipment.

7.6. Security

- It is your responsibility to make and pay for any necessary security arrangements in accordance with your own business needs and any specified by your insurers.
- If you want to install security equipment that requires an alteration to Premises (e.g. a fire or intruder alarm) you will need to first check your lease and seek and obtain Landlord's Consent (see section 11. Applying for Landlord's Consent) unless consent has already been given at the grant of your lease as approved Tenant's Works.

7.7. Tenants' Works

- Your lease may require you to carry out certain works at the start of your tenancy, these will be set out in a schedule. If this is the case, you must complete these agreed works in accordance with the terms of the lease and provide Norwich City Council with any required certificates and approvals when confirming completion of these works.
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8. Rental payments

8.0. When to pay your rent?

- Your lease will determine the frequency of payment (e.g. monthly, quarterly or annually). Rent is usually payable in advance and is due on the payment date stated in your lease.
- It is your responsibility to ensure that rent is paid on time. Rent is payable whether or not an invoice is issued.

If you fail to receive an invoice or have a query regarding an invoice, please contact **Sundry Income:**

Online	www.norwich.gov.uk
Email	sundryincome@norwich.gov.uk
Phone	0344 980 3333 (9:00am until 4:00pm, Monday - Friday)

Please note, references to rent may include payments relating to any insurance rent and/or service charge if applicable.

8.1. Where and how to pay your rent?

- The back of your invoice sets out how to pay your invoice. If you do not have your original invoice, contact Sundry Income.
- Norwich City Council's website guides you to all the ways for you to pay your rent. To access this information please:

1. Visit the Council's website www.norwich.gov.uk
 2. Scroll to the bottom of the page,
 3. Click on **C** and look for the entry for '**commercial property**'
 4. Click on '**commercial property**' which will take you to the relevant page to show you how to pay your commercial property rent by following the instructions.
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8.2. Methods of payment

Direct debit	<p>A direct debit is the most convenient and efficient method of payment and should be set up at the start of your lease. You can download a direct debit form from Norwich City Council's website.</p>
Online	<p>Go to www.norwich.gov.uk/payforit and scroll down to the Pay an invoice section and click 'Commercial Property'.</p> <p>If you pay by credit card, a surcharge may be payable to reflect the bank's charges to the Council. The correct surcharge will be available online.</p>
PostOffice/Pay Point outlet	<p>Take your invoice with you so the barcode can be scanned. Post offices accept cash or cheques made payable to Post Office Ltd. Pay Point outlets accept cash.</p>
Standing order	<p>Advise your bank to pay the amounts on the dates shown on your invoice. Please ensure you quote your invoice number and reference your Premises address on all payments.</p> <p>Please check the Council's website for bank details or contact Sundry Income.</p>
Phone	<p>Call Norwich City Council's free telephone payment hotline 0800 021 7784, available 24 hours/7 days a week to pay your invoice using your debit/credit card.</p> <p>Please quote the full invoice number when making payment.</p>
Cheque	<p>Post your cheque, made payable to Norwich City Council, to: Norwich City Council, St Peters St, City Hall, Norwich, NR2 1NH.</p> <p>Please make sure your name, tenancy address, customer number and full invoice number is written on the back of the cheque.</p>

8.3. What happens if I miss a rent payment?

- If you do not pay your rent by the due date, under the terms of your lease, we have the right to pursue you for the rent and treat you as being in breach of the lease.
- We advise that you follow these steps:

1) Make contact

- If you miss a rent payment, you should contact Sundry Income immediately to settle the invoice. This also applies if you are unable to make payment for any reason and have been sent a reminder letter to pay the rent due.
- It is vital that any rent arrears are addressed before they become more difficult for you to manage. Usually this entails you making an arrangement, via Sundry Income, in consultation with Norwich City Council for you to pay your ongoing rent and any missed payments.
- If you have received a reminder letter, but think you have already paid, it is still important to contact Sundry Income to check your account. You will need to provide proof of payment to assist Sundry Income in tracking the payment.

2) Seek financial and debt advice

For financial and debt advice, visit:

- Norwich City Council's website www.norwich.gov.uk
- Or, visit Business Debtline for helpful and free advice www.bdl.org.uk.

Please note, you should treat business rent arrears as a priority debt.

8.4. Interest Charges

- Late payment of rent may result in you being liable for interest charges over and above the overdue rent as outlined in the terms of your lease.
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8.5. Consequences of non-payment

Legal Action

- If you fail to pay your rent arrears in full or fail to keep to an agreed payment arrangement to clear the debt, Norwich City Council have the right, to instruct the Council's legal advisors to take legal action to recover the amounts owed. This could cause you to incur extra costs such as legal and court fees, in addition to any interest on the debt.
- Court action may be taken to seek a money judgement and, if necessary, to pursue legal proceedings to repossess your Premises and ultimately terminate your lease.
- Records of County Court Judgments are kept for six years unless you pay the full debt amount within one month. A Court Judgment can make it difficult for you to obtain credit, such as for a loan, a mortgage or a credit card.

8.6. Will my rent increase during my tenancy?

- Your lease will confirm whether there is a stepped rent or rent review. You should check the lease so you are aware of the relevant terms, conditions and provisions and the respective rights of both the Landlord and yourself as Tenant.
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9. Repairs to your Premises

9.0. Who is responsible?

- The terms of your lease will confirm who is responsible for the repair and maintenance of your Premises. You are expected to honour any obligations placed on you as Tenant under the terms the lease.
- If you report a repair and it is discovered to be your responsibility as Tenant, whether an emergency or not, you will be billed for the cost of any call outs and any repairs done.

9.1. Reporting a repair

- If you believe responsibility for the repair lies with Norwich City Council, as your Landlord, or as the owner of an adjoining Premises (e.g. a flat above), report the repair to Norwich City Council.

Email EstatesNorwich@Norwich.gov.uk

Phone 01603 989654 – option 4 (8:30am – 5:00pm, Monday – Friday)

Please provide as much information as possible using the points below as guidance.

- Your full name (as Tenant)
 - The Premises address
 - If the caller is not the Tenant, then they must explain their relationship with the Tenant (e.g. employee) ask the Tenant to make contact as soon as possible to confirm the required repair, or confirm that they have authority to act on the Tenant's behalf if the Tenant is a company
 - The Premises address where the repair is required if different from the tenanted Premises e.g. a flat above a leased shop
 - Full description of the problem
 - Any supporting photos of the disrepair/damage to the Premises
 - The type and scale of repair needed if known
 - A contact telephone number of Tenant (and the person reporting the repair if different)
 - Contact email address of Tenant (and the person reporting the repair if different)
 - Opening hours when to call at your Premises
 - Specific restrictions for access
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9.2. Emergency repairs

- In an emergency, where the building and/or a person's health and safety is at risk, you should do as much as possible to avoid any more damage or danger (for example, turn off the water at the stopcock or the turn electricity off at the mains).
- If you smell gas or think there is a gas or carbon monoxide leak please see **Section 18.2. What if I smell gas?** of this guide.
- If the problem is damaging your Premises or its structure (e.g. a burst pipe), or it is dangerous (e.g. an electrical fault), regardless of whether the defect is your responsibility to resolve, please report the problem as soon as possible by calling Norwich City Council.
- If an emergency happens between **4:00pm and 9:00am**, please contact the Norwich City Council Helpdesk on **01603 412180**.

9.3. Tree safety

- Should you have any trees within the curtilage of your property/premises and you believe any to be unsafe or require maintenance, please check your Lease to see who is responsible for their upkeep. If this is a Landlord's responsibility, please use the Report a Repair service mentioned in Section 9.1 but if the responsibility rests with you as Tenant, then you should seek professional advice from a reputable arborist (tree surgeon) before any work is undertaken.

9.4. Access to Premises

Emergencies

- You must ensure that someone is available to allow immediate access to the Premises by the Landlord's contractor to attend the emergency repair. Please be aware that the problem may not always be fixed at this point, but the contractor will initially 'make-safe' the issue.

Inspection or Repair

- You must allow representatives of the Landlord access to your Premises, both for inspection and repairs.
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10. Insuring your Premises

10.0. Insurance provisions in your lease

- The insurance provisions in your Lease will set out the respective obligations of the Landlord and Tenant and who is responsible for building insurance.

10.1. Building insurance

Landlord responsible

- The Council, as Landlord and owner, maintains an insurance policy for its industrial/commercial premises providing the level of cover required to honour the Landlord's obligations in the lease.
- LGSS acts as the Landlord's insurance support service and principal contact with the appointed insurance provider.
- Please contact the Norwich Estates Team if you require a copy of the annual cover note providing a summary of the Landlord's insurance policy.

Tenant responsible

- If the Lease requires the tenant to insure the premises, you have an obligation to maintain the value of the insurance cover at all times in accordance with the terms of your Lease.
- A certified copy of the insurance policy should be sent to the Norwich Estates Team on an annual basis, with proof of payment of the annual insurance premium for the Council's records.

10.2. Tenant's contents insurance

- As Tenant, you must make your own arrangements to take out contents insurance with an insurer of your choice.
 - If you do not have adequate cover for your contents, business stock and personal belongings, they will not be covered if they are stolen or damaged even if caused as a result building damage. If the latter event occurs, the Landlord may be required to recover the costs of any contents debris removal from you directly if you do not have sufficient insurance in place.
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- We may require a copy of your contents policy should such a claim need to be made on the Landlord's insurance.

10.3. Tenant additional insurance

- In addition to contents insurance, you will require insurance to cover the following items:
 - Items that are the tenant's responsibility in the Lease
 - Plate glass insurance (if applicable)
 - Public liability insurance (if applicable)
 - Employers Liability Insurance (if applicable)
 - Other insurances as required by you to ensure the effective and efficient protection of your business and personal interests (such as business interruption cover to deal with situations where highway or other works affect your business).

We would recommend that you discuss your insurance needs with a qualified and regulated insurance advisor.

10.4. Legal liability

- As Tenant, you have sole responsibility to ensure that you have adequate liability insurance for the operation of your business and the use of the Premises.

10.5. Unauthorised access and forced entry break-ins

- In the unfortunate event of a break-in, it is the responsibility of the tenant to repair external doors and windows. It is recommended your contents insurance is extended to cover this.
 - If the loss is a result of a criminal act then the police should be informed.
 - If the building is damaged, you must notify Norwich Estates Team giving full details of the incident.
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10.6. Notification of incidences

- Where building insurance rests with the Landlord, it is your responsibility to report any incident that might give rise to a claim on the Landlord's insurance policy, upon either discovery or the next working day, by contacting the Norwich Estates Team.
- You are not to take any steps that could expose Norwich City Council, or its insurer, to increased losses or costs and you must also mitigate your losses (e.g. turn off water in event of a burst pipe, or board up in event of a break in).

10.7. Insurance claim procedure (where Landlord insures)

- If you believe you have a valid claim on the Landlord's insurance due to the terms of your Lease you must notify Norwich Estates Team of the incident and request a claim form, this needs to be fully completed and sent to LGSS within 5 working days of the incident.
- All claims are to be notified to: **insuranceclaims.ncc@westnorthants.gov.uk**

Norwich Estates Team will be responsible for the arrangement of any repairs to any damage caused by the insured perils once insurance cover is agreed and works authorised.

If you need further advice or support please contact LGSS Insurance.

Email insurance@cambridgeshire.gov.uk

Phone 01223 699113

11 Applying for Landlord's Consent

11.0. Application for Consent

- If you would like to either assign/transfer your lease to another party, carry out an alteration or change the use of the Premises you must first check your lease. Restrictions in the lease may prevent you from proceeding with your proposal. For example, structural alterations and subletting are usually prohibited.
- If your proposal is allowed under the terms of the lease, it is likely to be subject to Landlord's prior written consent. It is advisable to seek independent legal advice before contacting Norwich City Council to apply for this consent.
- We have a set of standard requirements to process applications for consent and if the application is successful, it is expected that consent will be subject to the completion of a formal License issued by Norwich City Council's solicitors.
- We have set out below some general points that should be noted prior to submitting a proposal for consideration to Norwich City Council.

11.1. Transferring / assigning your lease to another party

- Another person cannot simply take over the Premises. Nor can you occupy the Premises under a different company name to that on the lease without Landlord's written consent.
 - As the outgoing Tenant, you would be expected to be party to an Authorised Guarantee Agreement (AGA). It is important that you seek legal advice on the consequences of the agreement before applying for consent.
 - The License to assign, if granted, is the Landlord's consent to assign the lease, but you would need a separate assignment deed between you (as the assignor) and the prospective tenant (as the assignee) to record the transfer.
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11.2. Alterations and improvements

Non-structural internal alterations

- Your lease may allow you to make non-structural internal alterations without Landlord's consent. If this applies, please remember that you must notify Norwich City Council of any non-structural alterations you do make for the Landlord's records.

Alterations – general

- Any work is undertaken at your own risk.
- You must check and seek appropriate advice if there are any required consents, statutory or otherwise, that you need to apply. You must apply for and obtain any required consents, for example, planning permission building control approval. It is your responsibility to comply with any relevant statutory requirements including Health and Safety law.
- You may need to increase your contents insurance to cover the value of any new fitting(s) and, depending on the scale of the proposed alterations you may need to pay for additional insurance premiums arising from the works.
- Your lease may require you to remove your alterations, at your expense, at the end of your tenancy.

11.3. Changing the use of your Premises

- The lease will state what the Premises can be used for. It is your responsibility to check that your existing and/or proposed use complies with any planning consent before considering a change. You must also check that this change falls within the permitted use in your lease and that it also complies with any planning consent.

11.4. Will there be costs?

- You will be expected to pay for any management fee, legal costs and any third party costs incurred by Norwich City Council in handling the application for consent, in addition to any costs for obtaining any statutory consents etc. The undertaking on costs form part of the Landlord's requirements that will be issued to you at the time of the application.
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12 Health & Safety Requirements

Tenants are required to comply with health and safety legislation. The following information is only a guide and should not be considered an exhaustive list.

Further information and guidance is available via the Health and Safety Executive website at **www.hse.gov.uk**

12.0. Health and Safety policy

- You must have a policy in place for how you manage health and safety in your business. If you employ five or more people (including yourself), this policy must be in writing.

12.1. Duty of care

- As the Tenant in control of the Premises, you have a duty of care under the Health and Safety at Work Etc. Act and all subordinate regulations towards occupants, staff, visitors and any other person as well as yourself.

You must satisfy yourself that you comply with all relevant statutory obligations relating to:

- The Premises, its occupation and use by the Tenant.
- The use of all service media, machinery and equipment at or serving the Premises.
- All materials kept at, or disposed of, from the Premises.
- The management of all potential and foreseeable hazards. This should be recorded in a risk assessment.

For more information on how to undertake a risk assessment please visit

<https://www.hse.gov.uk/simple-health-safety/risk/index.htm>

12.2. Electrical installation & electrical equipment

- During the period of your tenancy, you are responsible for maintaining the electrical installation serving the Premises in accordance with statutory requirements.
- It is important that you appoint an accredited Electrical Contractor (e.g. NICEIC, ECA, NAPIT) to carry out any safety inspections, testing and servicing at the required intervals as stated in the certification and, ensure that any faults/contraventions of the regulations are rectified.
- You are responsible for all related costs incurred, including rectifying any faults/contraventions identified and ensuring that you have a satisfactory Electrical Installation Condition Report.
- You must retain a copy of all Electrical Certification as proof that the electrical installation has been maintained to a satisfactory standard.

12.3. Portable Appliance Testing (PAT)

- You must ensure that your electrical equipment is safe to use by undertaking periodic testing and maintenance as required by legislation.

12.4. Fuel burning appliances

- Should there be any form of fuel burning appliance (gas, oil or solid fuel) exclusively serving your Premises it will be your responsibility to maintain it and any associated installation pipework/service media and/or flue.
 - It is important you appoint a GAS Safe (gas), OFTEC (oil), HETAS (solid fuel) contractor to test and service appliances and installations periodically in accordance with the requirements of statutory regulations. You will be responsible for any costs incurred.
 - You must retain a copy of each safety certificate evidencing the inspections as proof they have been maintained as required and any records of completed rectification works to ensure that the installation is of a safe compliant standard.
 - For some appliances it may be necessary to have a carbon monoxide alarm/detection system. Visit www.norwich.gov.uk for a useful carbon monoxide guide.
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13 Fire Safety

You as Tenant have responsibilities under fire safety legislation and must take steps to:

- Identify and control fire risks.
- Carry out a fire risk assessment of your Premises.
- Implement and maintain an emergency action plan.

You are also responsible for:

- Providing necessary fire detection and fire safety equipment and maintaining it.
- Taking any other safety measures as necessary.
- Maintaining adequate testing records and procedures (e.g. periodic fire drill).

Fire Risk Assessment requirements.

- All Responsible Persons must now record all findings from their fire risk assessment, regardless of the size or purpose of the premises. Previously, there was a requirement to record only significant findings in a fire risk assessment in buildings that had five or more employees; a licence in place; and an alterations notice served on it. This is no longer the case.
- All Responsible Persons must now record their fire safety arrangements. Fire safety arrangements are how you manage the fire safety in your building. These can be anything from procedures you need to have written down to policies you have in place.
- All Responsible Persons must now record the identity of the individual employed, or contracted by them, to undertake or review any or all of the fire risk assessment. This includes:
 - Their full name
 - Their organisation name, if applicable
 - If you appoint someone to help undertake or review your fire risk assessment they must be competent. By that we mean that must have sufficient training and experience or knowledge.

For more information please visit: <https://www.gov.uk/government/collections/fire-safety-law-and-guidance-documents-for-business>

14. Water Safety

If your Premises has hot/cold water services and/or a wet cooling system, (e.g. air conditioning) you must understand the health risks associated with water borne bacteria and how to control those risks including arranging for any periodic safety tests as required.

- Visit www.hse.gov.uk/legionnaires for more details.

15. Asbestos Management

At the start of your lease you will be given an Asbestos Register for the Premises. This register identifies the known locations of asbestos.

The Asbestos Register provides details of asbestos containing materials (ACMs) identified at the Premises: the location, the extent, asbestos type alongside guidance on remedial measures required, including any control measures, such as, the protection or labelling of ACMs

15.0. Your responsibility as Tenant and duty holder

- It is important you recognise that as Tenant you are the responsible duty holder under the Control of Asbestos Regulations. This means maintaining an Asbestos Register and having an asbestos management plan in place to prevent the release or spread of asbestos during your tenancy.
 - In meeting your repairing obligations set out in the lease, it is important that any contractor employed to carry out work at your Premises should have adequate asbestos awareness training and is given access to the Asbestos Register before starting any works.
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15.1. Tenant's Asbestos Management Plan

- ACMs are safe if left undisturbed. Your management plan should contain a risk assessment and ensure that adequate safety measures are taken to deal with any possible asbestos. You have a duty of care to operate in a safe manner that does not expose yourself, employees, members of the public or any other persons to harm.
- You must ensure that adequate safety measures are taken to deal with any possible asbestos that may be found and or disturbed in any part of the Premises.

15.2. Finding Asbestos – a reminder

- If you discover any material you suspect may be asbestos, do not disturb it. The main danger from asbestos comes from breathing in the dust or fibres.
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15.3. Reporting damaged or disturbed known ACMs or any suspected ACMs

- Anything that you think might contain asbestos should be visually inspected for damage. If suspected, always presume asbestos is present. If you find damaged or broken material that may contain asbestos, then it may become hazardous so leave it alone, keep away from the area and call for advice using the contact details below:
- Between 9:00am – 4:00pm call **Norwich City Council** on **0344 980 3333**
- Between 4:00pm – 9:00am call **the Helpdesk** on **01603 412180**

Any incident must be managed to ensure the health safety and welfare of the Tenant, employees, the public and any other person.

Competent contractors with the necessary accreditations must undertake the required works e.g. removal or encapsulation.

15.4. Updates to the Asbestos Register

An update will be required after:

- Identification of further asbestos containing materials (ACMs).
- Surveys.
- Removal of ACMs – consignment notes must be provided to Norwich City Council.
- Damage to ACMs.
- Encapsulation/protection.
- Inspection/monitoring exercises.
- Changes in building layout or area use.

For more information on asbestos please visit: www.hse.gov.uk/asbestos/managing

16. Lease expiry and renewal

The process for ending or renewing your lease is outside the scope of this guide. It is worth noting the importance of checking your lease so you are aware of any notices you may need to give and how to service them and the obligations that you must meet before your lease expires.

16.0. Premises Condition

- At the end of the tenancy, you will be expected to hand the Premises back in the same condition as documented in the lease. We will expect you to pay for and make good any differences found.

16.1. Trade equipment

- At the end of your lease it is your responsibility to remove all equipment, fixtures and fittings that you may have installed in the Premises and to repair any consequential damage.

16.2. End of Tenancy

- We will send you the Landlord's requirements that must be met by you before your lease ends.
-

17 Seeking professional advice

17.0. Professional advice

- We recommend that you ask for the services of a solicitor or licensed conveyancer on the following occasions:
 - 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, and any option to break the lease etc.
 - For general advice on your legal position.

18. General and helpful information

18.0. Cleaning drains

You are responsible for the maintenance and repair of the foul and surface water drainage system serving your Premises and any associated costs. Please ensure adequate measures (such as grease traps) are in place to avoid unwanted substances going down the drains that may cause damage or blockages (e.g. grease, food, chemicals).

18.1. What to do in an emergency (water, electricity and gas)

- If you have any problems which involve gas, electricity or water, you should know how to turn off the supply and what to do to resolve the problem. You therefore need to know the location of the stopcock and meter / main supply points at the start of your lease.
 - If you think the source of the problem rests with the Landlord, then please contact Norwich City Council using the details given when reporting a repair. Otherwise, it will be your responsibility to investigate and liaise with any third party and/or appoint a qualified service engineer to remedy the problem.
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18.2. What if I smell gas?

If you smell gas or think there is a gas or carbon monoxide leak you must:

1. **TURN OFF AND ISOLATE:**

- The gas appliance at the gas meter (not at the boiler).

2. **OPEN** all doors and windows.

3. **LEAVE** the Premises.

4. **DO NOT:**

- Touch, or do anything which may spark and ignite gas (this includes using electrical light switches, lighters, and cooker ignitions).
- Ignite any flames. E.g. light matches or lighters.
- Smoke, vape or use electronic cigarettes. Use mobile phones near the Premises.

5. **PHONE** Cadent on **0800 111 999** immediately from outside the Premises. Please also inform Norwich City Council on 0344 980 3333.

If you smell gas in any event, even if from another property, you must call Cadent.

Visit Cadent's website <https://cadentgas.com/emergencies/smell-gas> for more information

18.3. Plumbing and heating problems

Plumbing, fixtures, and fittings exclusively serving your Premises are your responsibility as Tenant and you should arrange to have any problems fixed by a suitably qualified contractor. If you have your own gas heating supply, then you are responsible for the servicing and maintenance. See section 12 Health & Safety Requirements.

18.4. Condensation

Follow these tips to help reduce condensation in your Premises:

- Make your Premises warmer. Use your heating system effectively and efficiently
 - Increase the ventilation in your Premises.
 - Allow fresh air into your Premises. Open windows a little and use extractor fans if they are fitted.
 - Reduce the amount of moisture produced.
-

19 Access to Council & other services

Norwich City Council

- Post** Norwich City Council, City Hall, Norwich NR2 1NH
- Online** www.norwich.gov.uk where you can access a range of Norwich City Council services
- Phone** 0344 980 3333 (9:00am to 4:00pm, Monday - Friday)
- Out of hours' emergencies** **01603 412180** (4:00pm to 9:00am, Monday - Sunday)

Invoice Payments

- Online** www.norwich.gov.uk
- Email** sundryincome@norwich.gov.uk
- Phone** 0344 980 3333 (9:00am to 4:00pm, Monday - Friday)
- Payment hotline** 01603 212 282 (available 24/7 to pay your invoice using your debit/credit card)

Business Rates

- Online** www.gov.uk/introduction-to-business-rates
- Phone** 0344 980 3333 (9:00am to 4:00pm, Monday - Friday)

Planning Services

- Online** www.planningportal.co.uk and https://www.norwich.gov.uk/info/20017/planning_applications
- Email** planning@norwich.gov.uk
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Building Control

Online www.cncbuildingcontrol.gov.uk

Email enquiries@cncbuildingcontrol.gov.uk

Citizens Advice Bureau

Online [**www.ncab.org.uk**](http://www.ncab.org.uk)

Email public@ncab.org.uk

20 Accuracy

Whilst every care has been taken in the preparation of this guide, the accuracy cannot be guaranteed and the Tenant, or your representative, must be satisfied that you meet your responsibilities by seeking appropriate independent advice.