



Tenant Guide to

Leasing Commercial Premises

from City Property Glasgow
(Investments) LLP



Introduction

About this guide

This booklet has been produced to give general guidance to tenants who are leasing commercial premises from City Property Glasgow (Investments) LLP (also referred to throughout this document as 'City Property').

The guide refers to a number of common features that you are likely to find in our leases, but if you have any specific queries, please contact your Property Manager on 0141 287 6161 or email info@citypropertyglasgow.co.uk, or if our Managing Agents, G+S, are your Property Manager email cpenquiries@g-s.co.uk

City Property Glasgow (Investments) LLP

City Property Glasgow (Investments) LLP is a separate LLP formed by Glasgow City Council and City Property (Glasgow) LLP. We purchased the Council's commercial property portfolio on 29 March 2010.

Our portfolio covers a range of property types, including shops, offices and industrial units located in Glasgow.

We offer a flexible leasing approach to businesses looking for commercial property to rent. Annual leases which continue for a period of up to five years are available, as well as traditional longer term leases.

We provide a Property Manager for all of our properties with some provided by our Managing Agent.

Customer & Business Services

Customer and Business Services (CBS), is part of Glasgow City Council's Corporate Services.

CBS are agents of City Property, providing services which include the invoicing and collection of rent, service charges and insurance premiums. Any enquiries in relation to these charges should be directed to the Property Manager in the first instance.

You should contact CBS for payment enquiries only. Invoice disputes or lease queries should be referred to the Property Manager.

Contact details for CBS:

Telephone: 0141 287 4080

E-mail: rentaccounting@glasgow.gov.uk

CBS office hours are 8.30am to 5pm, Monday to Friday.

Graham + Sibbald

Graham + Sibbald (G+S) are the appointed agents to City Property to provide a letting, rent review and lease renewal service for our commercial properties. As noted above G+S also undertake a Property Management service for a number of our properties, including industrial estates and retail ranges.

Any enquiries to lease any additional or relocation of property within the City Property portfolio should be made by contacting your appointed Property Manager in the first instance.

Independent Professional Advice

This guide is meant as a point of reference only, not a statement of law, and does not alter any contractual obligations placed on either City Property (as landlord) or you (as tenant).

Therefore, whilst it is hoped that the guide is of some help, it should not, in any way, be considered as a substitute for seeking independent professional advice.

A lease is a legally binding contract between the parties and sets out the basis of your occupation of the property. A breach of any of the terms in your lease will be taken very seriously and may jeopardise your continuing occupation of the premises.

Before you move in

Condition of property

City Property requires the tenant to accept the premises and any common parts as being in good and tenable condition and fit for the purpose for which they are

let. Thereafter, the tenant is obliged to keep the property in a good condition throughout the term of the lease.

Rent Deposits

Typically City Property will require a new tenant to provide a rent deposit. Our Managing Agent will advise on the detailed terms, amount and duration we will hold the deposit during lease negotiations in the lead up to your occupation of the property. The rent

deposit will form part of the legal liability contained within the lease documentation. The terms associated with the rent deposit will be detailed within the legal documentation you receive at the start of your tenancy.

Insurance

The landlord has an all risks insurance policy in place for every property. If damage occurs to your property, you should contact your Property Manager with details of the damage and they will report it to the insurers. They will then advise you of the procedure for dealing with your claim.

As landlord, we will collect the insurance premiums from you on a regular basis.

The insurance arranged is for the building only. You must arrange your own insurance for contents, public and third party liability as well as any other insurance that may be required for your business.

It should be noted that on some occasions the tenant will be responsible for buildings insurance. This will have been agreed when the lease was negotiated and will be explicit within the terms of the lease.

Asbestos

At the date of entry to the premises, our Managing Agent will provide new tenants with an Asbestos Management Survey for the property. The survey will provide details of whether any asbestos is present in your premises. If you are in any doubt or do not understand the contents or implications of the survey, you should take independent advice.

You are then responsible for managing any asbestos and updating the Register. At the end of your lease, you must provide an updated Asbestos Management Survey to City Property.

Electrical safety

At the date of entry to your premises, our Managing Agent will provide you with an Electrical Safety Certificate. You are then responsible for ensuring electrical safety

in your premises for the duration of your lease. At the end of your lease, you must provide an updated Electrical Safety Certificate to City Property.

Gas safety

At the date of entry to your premises, our Managing Agent will provide you with a Gas Safety Certificate (if applicable). You are then responsible for ensuring gas

safety in your premises for the duration of your lease. At the end of your lease, you must provide an updated Gas Safety Certificate to City Property.

Fire safety

UK Fire Regulations require that all employers now produce a Fire Risk Assessment for their premises in order to protect staff, visitors and neighbours.

The aim of a Fire Risk Assessment is to identify and eliminate (or reduce) the risk of fire in premises. All new and existing

tenants of City Property are responsible for arranging a Fire Risk Assessment for the property they occupy. In the event that the fire risk assessment recommends capital spend for alterations to the premises and/ or the installation of fire prevention equipment, it will be the tenant's responsibility to meet these costs.

Energy Performance Certificate (EPC)

An EPC identifies the energy performance of a building and recommendations on how to improve. Our Managing Agent will provide you with an EPC when you move in.

When you move in

Utilities

You must arrange for gas, electricity and water meters (as applicable) to be read on the first day of your tenancy, even if you are not moving in until later.

Readings must be agreed with your Property Manager and thereafter utility charges are the responsibility of the tenant.

Keys

Whilst our Managing Agent will provide you with all the keys available for the property, it is recommended for your own

security purposes, that you arrange for the locks to be changed.

Some of your responsibilities as a tenant

Your full responsibilities as a tenant are clearly set out in your lease however a few of the main ones are explained below.

Rent

You must pay your rent in accordance with the terms of your lease. Invoices will be issued to you by CBS and payment should be made immediately using your preferred payment method. Our bank details are noted on the reverse of your invoice.

Rent will normally be stated in your lease as being payable in advance either quarterly on 28th February, 28th May, 28th August and 28th November of each year or monthly on the 28th day of each month.

Should you have any queries with regards to your rent payments, please contact CBS. Failure to pay your rent when it becomes due may result in the landlord taking legal action against you and this could jeopardise your continued occupation of the premises.

If you find yourself facing financial or other difficulties in connection with the property you occupy, please discuss the matter as soon as possible with your Property Manager. Any matter that is discussed will be treated in confidence.

Rent Reviews/Increases to rent

As with all property values, the rental value of commercial property changes over time. Rent reviews give City Property the opportunity to make sure that the rent you are being charged is at the market rent.

City Property or its nominated agent will contact you when your rent review is due to explain the process.

Service charges

You must pay your service charges in accordance with the terms of your lease. Invoices will be issued to you by CBS and payment should be made immediately.

Should you have any queries with regards to your service charge payments, please contact your Property Manager at the

earliest opportunity. Failure to pay your service charges when they are due may result in the landlord, or a Managing Agent acting on behalf of City Property, taking legal action against you and this could jeopardise your continued occupation of the premises.

Rates & utility bills

You are responsible for the payment of local authority rates and all utility bills in connection with your occupation of the premises. Rate concessions may

be available for certain properties and organisations. For further information please contact Glasgow City Council's Non Domestic Rates Team.

Repairs

Full details of your responsibilities are set out in your lease, but it is normal practice for City Property to let their properties on a full repairing basis. This means that you are responsible for the repair and maintenance of your property, both internally and externally (unless otherwise stated). Buildings that are multi-occupied, for example shopping parades and industrial estates, will have common areas such as roofs, car parks or stairwells. Each tenant is liable for costs associated with the

repair and maintenance of these common areas. City Property or their appointed Managing Agent will take responsibility for the repair and maintenance of the common parts and recharge the costs to the tenants through the service charge.

You should report any repair or maintenance issues for common areas to your Property Manager, who will arrange for the repair to be carried out.

Alterations

You must not undertake any alterations of a structural nature, and in some cases, a non-structural nature, without prior written consent from the landlord. Your lease will specify when consent is required. If you wish to undertake alterations that require

landlord's consent, you must contact your Property Manager to discuss your proposals in the first instance. A formal licence agreement may be required which may incur a fee. You are responsible for obtaining all statutory consents required.

Use

Your lease will contain details of your permitted use of the premises. You may not use the premises for any use other than that specified in your lease without the written consent of the landlord. If you want to request a change to your permitted

use, you must contact your Property Manager to discuss your proposals. It is your responsibility to ensure that your use or proposed use has necessary consents e.g. planning.

Assigning or Transferring your tenancy/ sub-letting

In certain circumstances, City Property may be prepared to consider a transfer of your tenancy to an agreed party. You must put your request in writing to your Property Manager, who will contact you to explain the procedure.

Where an existing tenant is in breach of any terms in their lease, for example, rent

arrears; no consideration can be given to this request, until the breach has been rectified.

Sub-letting of the whole or part of the premises is strictly prohibited under the terms of your lease (unless otherwise stated).

Breach of lease terms

Any breach of the terms and conditions of your lease may result in legal action being taken against you. Should a dispute arise, you will normally be invited to discuss this with your Property Manager. If a satisfactory resolution cannot be reached we will have no option but to instruct our solicitors. City Property will make all attempts to resolve the matter before reaching this stage.

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At the end of your lease

Terminating your lease

If you have a monthly lease, it will continue to run from month to month until such time as either you or the landlord serves notice to terminate it. If you wish to terminate your monthly lease, you must write to your Property Manager no later than 28 days prior to the 27th day on the month in which you want to vacate the premises, indicating that this is what you wish to do.

If you have an annual lease, it will continue to run from year to year until such time as either you or the landlord serves notice to terminate it. If you wish to terminate your annual lease, please refer to the relevant clause in your lease for further details on how to terminate before writing to your Property Manager to advise them you wish to vacate the premises.

If you have a long term lease, please refer to the relevant clause in your lease for further information.

Notices received by your Property Manager after the specified dates will not be accepted and your lease will run for a further month (in the case of a monthly lease) or a further year (in the case of an annual lease).

When your Property Manager receives your letter intimating that you wish to terminate your lease, they will contact you to advise you of the termination procedures.

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

Dilapidations

Dilapidations are those works which are necessary during the term of a lease (or at expiry of a lease) to ensure that the tenant is complying with their repair and maintenance obligations under the lease.

Before you vacate the premises, City Property will arrange to inspect the property to ensure you have met all your responsibilities, and will issue you with a Terminal Schedule of Dilapidations. All items listed in the schedule must be completed to the satisfaction of City Property.

It should be noted that if the tenant has failed to maintain the property to the terms of the lease, City Property reserves the right to serve an interim schedule of dilapidations, at any time during the lease.

You must leave the premises in good repair and leave it in a clean and tidy condition and suitable for immediate re-occupation. All tenant's goods and fittings must be removed from the premises.

If you do not undertake the work within the specified time, City Property reserves the right to either agree a cash settlement in lieu of the works or arrange for the works to be undertaken and recover the costs from the tenant. Further penalties may also be imposed on the tenant.

You must provide the following documents to City Property prior to vacating the premises:

- A current Asbestos Survey
- An Electrical Safety Certificate
- A Gas Safety Certificate

When you leave

On the date you vacate the premises, you are required to:

- Read all utility meters and notify your Property Manager and suppliers of the readings and your departure date
- Secure the property and return all keys to City Property. Please note that returning the keys before the agreed vacation date will not terminate your liability unless previously agreed in writing by City Property.

- Notify the suppliers of your telephone connection and fire/intruder alarm connection

The Rent Deposit you provided at the start of your lease will be returned to you less any outstanding costs associated with any monetary and non-monetary breaches of the lease terms.

Privacy Statement

This statement tells you how City Property uses your personal information. It was last updated on 7th July 2023.

This is the privacy notice for City Property. We will use your details to provide you with the service which you or someone else have asked us to provide. We will also use your personal details for purposes of crime prevention and crime detection and/or when required by law and will share it with other public bodies for that purpose.

City Property comprises of two separate Limited Liability partnerships. Both organisations may use your personal data.

City Property (Glasgow) LLP, formed on 1st October 2009 by Glasgow City Council. Registered Office: City Property (Glasgow) LLP, Exchange House, 229 George Street, Glasgow, G1 1QU. City Property Glasgow (Investments) LLP was established on 29th March 2010.

Both LLP's are Data Controllers of personal data for purposes of the General Data Protection Regulations (GDPR) implemented on 25 May 2018 and the Data Protection Act 2018 (DPA), and are registered as a data controller with the Information Commissioner under Notification numbers:

City Property (Glasgow) LLP: Notification No. Z2329841.

City Property Glasgow (Investments) LLP: Notification No. ZA155754.

City Property Markets is a trading division of City Property based at 130 Blochairn Road, Glasgow. The personal data that they process is controlled under both Notifications above.

Any personal data collected will be treated as confidential under the principles of the GDPR and DPA 2018.

For most purposes, we will only process your information with your consent. In most cases, we will presume that by providing us with your details in order to obtain a service from the LLP, you are consenting to us using those details in order to provide that service to you. Except as set out in this privacy statement, we will not use your personal details for any other purpose without first obtaining your consent to that other purpose or purposes (you may have been asked to provide this additional consent at the time when you originally contacted us, for example in an additional section on an application form).

City Property (Glasgow) LLP and City Property Glasgow (Investments) LLP will not sell or rent your personal information to third parties. We may make information available to tax and law enforcement authorities in particular cases, as required or permitted by law. We may also make information available to Glasgow City Council owned companies, e.g. City Building, GCSS, and Glasgow Life.

The main exception to the rule that we will not use your details for other purposes relates to the prevention of fraud. The LLP when it lets and/or sells properties reserve the right to check the information you have

provided for accuracy, in order to detect fraud. This may involve data matching exercises where we compare different sets of data which we hold for unusual matches or discrepancies; this may also include matching Glasgow City Council data with external data sources such as information held by credit reference agencies.

By law we are obliged to provide information to certain other public bodies such as the Department for Work and Pensions, HM Revenues and Customs, courts, tribunals, hearings and other formal bodies dealing with legal processes, and various external regulatory bodies. We also have an obligation to assist in the prevention of crime and we will therefore generally supply specific information which we are asked to provide to the police or other crime detection agencies, provided we are satisfied that the request is connected to an investigation and that disclosure would be lawful and proportionate.

External contractors are appointed to process information on behalf of the LLP and under its instructions. All contractors which do this are appointed under written contracts requiring them to keep the personal information safe and prohibiting them from doing anything with the personal data they process for us other than following the LLP's instructions.

In relation to outstanding Non Domestic Rates and Council Tax owed by City Property Investment tenants, we may share tenant information with Glasgow City Council. Tenant information may also be shared with utility companies in the event that legal action is being or may be pursued against City Property for outstanding debt. In addition, City Property Investment tenant information may be shared with utility companies if there is a likelihood that previous outstanding debt will result in new tenants having their utility supplies disconnected.

Sharing Information

The main organisations we share information with are as follows:

- Glasgow City Council
- Other Glasgow City Council Arm's Length External Organisations (ALEOs)
- Police Scotland and other criminal investigations agencies
- Our external partners (Graham & Sibbald, Montague Evans, Edzell, Rettie)
- Department of Work and Pensions
- HMRC
- Scottish Public Services Ombudsman
- The UK Information Commissioner
- Utility Companies

This Privacy Statement will be updated on an ongoing basis to provide additional details on how and why we share information with other bodies.

Complaints

We are committed to providing a high-quality customer service. We value complaints and use this information to help improve our services. If something goes wrong, or if you are dissatisfied with our services as landlord or G+S as our agent, please tell us.

Our aim is to resolve complaints as quickly as possible. If the complaint cannot be resolved on an informal basis, then you can formalise the complaint. Please refer to our website for our full complaints procedure.

How to make a complaint to City Property

In writing to: City Property Glasgow (Investments) LLP
Exchange House
229 George Street
Glasgow
G1 1QU

By e-mail: info@citypropertyglasgow.co.uk

By phone: 0141 287 6161

Useful contact details

The websites below contain up to date information and advice for some common tenant issues:

- Glasgow City Council - www.glasgow.gov.uk
- Energy Savings Trust - www.energysavingtrust.org.uk
- City Property website - www.citypropertyglasgow.co.uk

Additional useful links can be viewed on the Tenant Information page of the City Property website

