



THE ARCH COMPANY

TENANT HANDBOOK

THEARCHCO.COM



WELCOME TO THE ARCH COMPANY

WE ARE DELIGHTED TO WELCOME YOU TO THE ARCH COMPANY AS OUR NEW TENANT.

As the UK's largest small business landlord, we manage more than 5,000 properties across England and Wales. We are proud to be the landlord to such a diverse and vibrant community of small and medium-sized businesses.

We are committed to putting our tenants first, listening to your feedback and making our properties better places to work, build and run businesses. These commitments are the foundation of our Tenants' Charter (which can be found on our website at www.thearchco.com/existing-tenants) which outlines the set of principles that we will adhere to in the long-term management of our properties. The Charter is underpinned by four principles:



**BEING AN
ACCESSIBLE &
RESPONSIBLE
LANDLORD**



**PROVIDING
ENVIRONMENTS
THAT HELP OUR
TENANTS'
BUSINESSES
THRIVE**



**WORKING IN
PARTNERSHIP
WITH YOU**



**CREATING A
POSITIVE
SOCIAL AND
ECONOMIC
IMPACT**

These principles are the foundation of our promise to tenants that act in good faith and in accordance with standard tenant obligations. This Handbook sets out more detail about how we will work to meet our commitments to you and what we expect from you as our tenant.

THE HANDBOOK PROVIDES GENERAL GUIDANCE AND INFORMATION TO HELP YOU UNDERSTAND YOUR RESPONSIBILITIES AS OUR TENANT. IT INCLUDES:



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MOVING
IN



02
BEING OUR
TENANT



03
MOVING
OUT



04
HELPFUL
INFORMATION

We know that our properties are not just buildings, but a vital part of the community, offering places for businesses that support local economies, provide local jobs and drive our country’s economic growth. We are here to help you and your business succeed and we look forward to working with you.

OUR PROPERTIES

The Arch Company has been granted a long leasehold by Network Rail for a number of properties – predominantly railway arches but also other types of building and land. Our property estate is unique and has to be managed in line with a specific arrangement that is designed to ensure both the safety of the operational railway, which runs alongside or above our properties, and the needs of our tenants.

- It is important that you fully understand the obligations
- in your Tenancy and the restrictions on your use of
- your property, which flow from this.



ABOUT THIS HANDBOOK

This Handbook is intended to help you better understand our services and your responsibilities as a tenant. It in no way affects the terms of your Tenancy Agreement (Tenancy) or any of the obligations in it.

It is primarily intended to support those occupying our arches but also covers other types of building or land that we have in our estate.

For the precise terms of your Tenancy, please refer to your agreement. If you have any queries we recommend you seek professional third-party advice.

If there are any differences between this Handbook and the terms of your Tenancy, the terms of your Tenancy will take priority.

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01

MOVING IN

01.01 • WHAT WE’LL DO
YOUR PROPERTY MANAGER WILL MEET YOU WHEN YOU MOVE IN AND HELP YOU WITH THE FOLLOWING INFORMATION.

KNOWING YOUR PROPERTY

We'll tour your property with you, making sure you're clear which parts are yours to use (including shared areas), which parts you have the responsibility to maintain, which we will look after and which are Network Rail's as the owner of the railway infrastructure and viaducts.

The responsibility for maintenance and repair differs for each property, just as the leases that we agree with tenants have different arrangements for repair and maintenance.

- If you have any questions about who is responsible for the
- repair and maintenance of your property, please speak to
- your Property Manager.



RAILWAY ARCHES

The viaduct structure remains the responsibility of Network Rail.

Responsibility for anything within the arch including infill walls (which enclose either end of each arch), lining, toilets and any existing mezzanines is governed by your lease. Generally, you will be responsible for these items, but the specific details will be set out in your lease document and captured on a simplified schematic by your Property Manager at your initial check in.

It is likely that you will need our consent or permission from Network Rail (obtained through us) to make any alterations to your arch. There is guidance in the **Helpful Information** section explaining this.

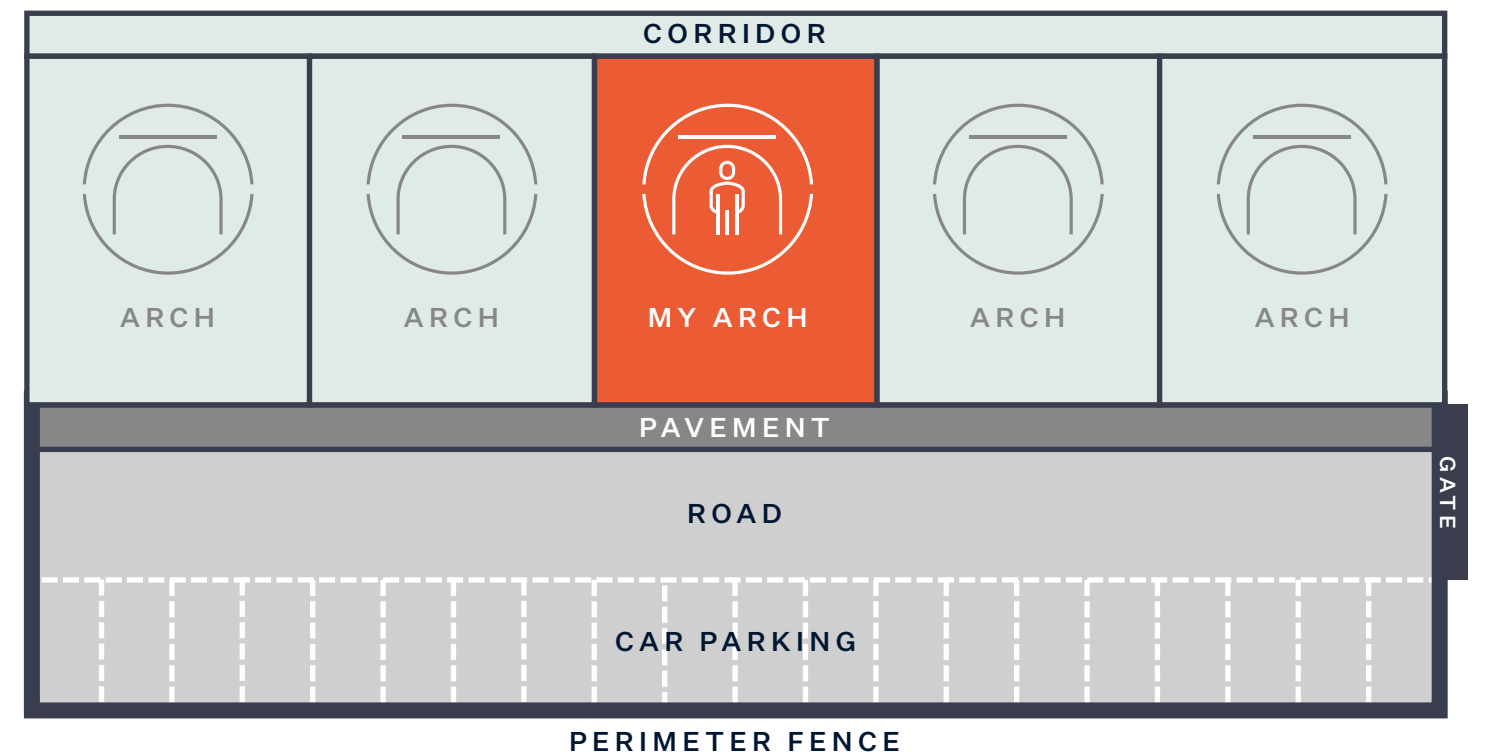


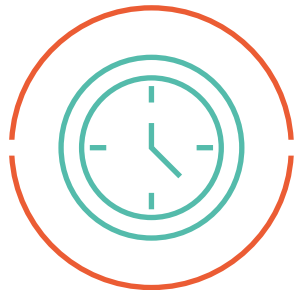
BUILDINGS

Responsibility for the structure of your building and anything within it is governed by your Tenancy and will typically rest with you. The specific details will be set out in your Tenancy and captured on a simplified schematic by your Property Manager at your initial check in.

As with arches, Network Rail owns the railway infrastructure and viaducts. It is responsible for the maintenance of these items as the national operator of the railway.

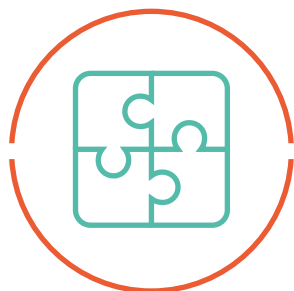
- When you move in, your Property Manager
- will also give you a general introduction
- to the surrounding area.





TRADING HOURS

We will help you understand any restrictions on your opening hours. Restrictions are specified in your lease or imposed as part of a licence or trading condition by the Local Authority. Please check with your Local Council if you wish to apply for or renew any trading licences.



SHARED AREAS

As well as your property there may also be some shared areas available to you for parking, access, WCs, loading and waste storage. If this is the case, your Property Manager will explain how you may use these areas. Please note that Network Rail and other tenants are also likely to be allowed to use these areas and you should always use them considerately.

It is possible that Network Rail, from time to time, will require a re-location or closure of shared areas if they are needed for Network Rail to serve the railway.



STATUTORY CERTIFICATES

There are some elements of maintaining your property that are statutory requirements mandated by law. These, described in more detail in the **Helpful Information** section, mean you will need to hold and maintain valid statutory certificates to show that maintenance and testing have been carried out. When you move in your Property Manager will provide copies of all available statutory certificates relevant to your property. These typically cover electrical and gas services/equipment, asbestos surveys, energy performance and service records for roller shutters.



- Please keep these documents safe.
- If you have not received these certificates,
- please contact your Property Manager.



01.02 • WHAT YOU’LL NEED TO DO WHEN YOU MOVE INTO ONE OF OUR PROPERTIES, YOU’LL NEED TO MAKE ARRANGEMENTS TO DO THE FOLLOWING:



FIRE RISK ASSESSMENT

You are required, by law, to complete a Fire Risk Assessment within 28 days of moving into your property. This is to help you assess and control risks in your workplace and comply with health and safety law, ensuring you keep your staff and customers safe.

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

Please provide a copy of your Fire Risk Assessment to your Property Manager and have it available for inspection at all times. If you have any queries raise them with your Property Manager.



INSURANCE

Network Rail is responsible for the structure of the viaduct/arch. We then hold insurance to cover certain parts of your property, typically including arch lining, floor and infills along with any of our fixtures and fittings already in your property. Reference should be made to your lease for details of your insurance obligations.

Where applicable, as a minimum, you will need to take insurance cover to comply with both relevant laws and lease obligations (please note, in particular, that certain leases require you to maintain public liability insurance, typically for a minimum limit of £2 million, to include us as a joint named insured).

Where you are required to insure, we will need to see suitable evidence and, in its absence, reserve the right to arrange insurance and recharge the relevant costs to you.

Remember that legally you need to provide insurers with a fair presentation of the risks being insured to avoid your insurance cover becoming prejudiced (e.g. change of occupancy type/status, construction works, impairment of fire/intruder protection systems etc).

In the event of an incident which may result in a claim under our insurance as outlined above you must contact your Property Manager immediately, as any delay may prejudice the insurance cover (for example criminal acts, such as theft and criminal damage, must be reported to the Police).





02

BEING OUR TENANT

02.01 • WE INTEND TO BE LONG-TERM OWNERS OF THE ESTATE AND HAVE ADOPTED A TENANTS' FIRST APPROACH, AS SET OUT IN OUR TENANTS' CHARTER. WE ARE COMMITTED TO ENGAGING WITH ALL OF OUR TENANTS AND COMMUNITIES IN AN OPEN AND RESPONSIVE WAY.

RESPOND TO CONCERNS

A key part of our commitment to you is to be a responsive and accessible Landlord. If you have any issues while you're with us, whether operational, financial or lease related, then please contact us. There are several ways for you to get in touch with us around the clock via our Property Helpdesk:

- Our 24/7 freephone number – **0800 830 840**
- Our dedicated email address – **thearchco@civica.co.uk**
- The contact form on our website – **www.thearchco.com/contact-us**



Our Helpdesk will first try to address your concern or, if the issue is more complex/specific, will assign it to the relevant manager for resolution.

Site Facilities Manager – Site maintenance

Property Manager – Lease related issues and alterations

Asset Manager – Rent reviews or lease renewals

Credit Control – Payment concerns



We will acknowledge receipt of all enquiries made to our Property Helpdesk within **24 hours** and provide an initial response within two business days. All emergencies will be handled urgently.



We will confirm when we have completed any maintenance works required to resolve an issue. By October 2020, we intend to be able to close all regular requests within a **30-day period**.



For more complex requests, where a 30-day deadline might not be possible, we will agree a **clear timetable for closure with you**.



A glossary detailing the different managers who look after your property and their responsibilities is provided in the **Who's Who** section of this Handbook.

Our aim is to resolve your concerns or questions via the routes outlined above. However, if we are unable to reach a satisfactory outcome, you can escalate your concerns to our Head of Tenant Relations via email to **sion.latterhotr@thearchco.com**. He will ensure you are contacted to explore your concerns and agree what needs to be done to resolve them. In all cases we aim to address your concerns promptly.



YOUR FEEDBACK

We are always listening to you and we have committed to surveying all tenants every year to get feedback on how we can better support you and your business. We will send our annual tenant customer service survey to you by email or by post and we would be grateful if you would complete and return this to us. Clearly we also welcome feedback from you at any time – please share with any of our team.



PROVIDING ENVIRONMENTS THAT HELP YOUR BUSINESS THRIVE

We are investing in our properties to create the right environment to help your business thrive.

We will regularly inspect the parts of the estate that we are responsible for maintaining (mainly access roads, forecourts, shared areas, such as fire escapes and shared lighting, drainage and vegetation, and vacant properties) and we will carry out planned maintenance to ensure that our estate remains in good condition. This will typically include cleaning, security, inspections/repairs and waste collection.

If you have use of shared accessways, utilities and other items we may relocate these services subject to providing you with a suitable alternative. Network Rail is responsible for maintaining the structure of the arch viaduct. If you notice that any part of the structure of the arch or viaduct needs repair, please contact our Property Helpdesk to let them know immediately and ensure that the right person addresses it. We will use high-quality and trustworthy contractors, who will agree to clear timescales for delivering works, while seeking to minimise disruption to your business.



- Other than for emergency works, we will give you as much
- notice as possible, but a minimum of two weeks, for any works or
- inspections we carry out that may impact your business. We will
- always notify you in writing, by letter or email. Please agree your
- preferred contact option with your Property Manager.



HEALTH CHECK INSPECTIONS

We will undertake at least one Health Check Inspection of your property each year. You will be contacted a reasonable time in advance to arrange a mutually convenient date and time. The purpose of this inspection is to ensure that all terms of your Tenancy are being met, especially around statutory requirements.

The inspection will also review your business activities, as part of a safety check to identify any potential risks to the operation of the railway. Please assist us by providing access to your property for these inspections.



WORKING IN PARTNERSHIP WITH YOU

- We want to provide spaces and a service that support your
- business, while also achieving market rents through a clear
- and transparent rent review and lease renewal process.



RENT REVIEWS

Six months before your rent review, your Asset Manager will make contact to arrange an inspection and, if appropriate, the measurement of your premises. We encourage you to meet them when they attend your property.

The Asset Manager will carry out a valuation to establish market rent (described below) before serving formal notice.

We aim to serve formal notices at least three months before the rent review due date. Notice will be served by recorded delivery to your company's registered address or your address if your tenancy is in your name.

Your Asset Manager will contact you by email/telephone at least seven working days prior to any contractual due dates to start and progress negotiations.

In addition, there will also be fixed rent indexation events as outlined in your Tenancy.



**BEFORE RENT REVIEW:
INSPECTION APPOINTMENT
TO BE BOOKED
WITH YOU**



**BEFORE RENT REVIEW:
RENT REVIEW
NOTICES SHARED**



**AT LEAST SEVEN
WORKING DAYS:
NOTICE GIVEN TO START
AND PROGRESS
NEGOTIATIONS**



LEASE RENEWAL

Six months before your lease expires, your Asset Manager will make contact to arrange inspection and measurement (where required) of your premises and seek confirmation that you wish to remain in occupation (in the case of leases that fall under the Landlord and Tenant Act 1954 (The Act), known as protected leases) or, for contracted-out agreements, whether we can grant a new lease.

We encourage you to meet your Asset Manager when they attend your property.

Your Asset Manager will carry out a valuation to establish market rent (described below) and will then seek internal (The Arch Company) approval to serve any formal notices containing a summary of the terms we can offer (known as 'heads of terms') (in the case of a protected tenancy) or heads of terms for a new lease (in the case of a contracted-out agreement).

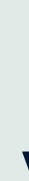
From there, your Asset Manager will issue these proposed heads of terms for a new lease by your preferred communication method with the defaults being:

- *Notices relating to protected leases will be served by recorded delivery to your company's registered address*
- *Correspondence relating to contracted out agreements are typically sent by email*

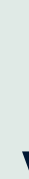
We will aim to begin formal negotiations with you at least three months before your renewal date. The timeline described for protected lease renewals follows the process prescribed in the Act.



**BEFORE LEASE EXPIRES:
YOUR ASSET MANAGER
WILL ARRANGE FOR A
PROPERTY INSPECTION**



**A VALUATION WILL BE
CARRIED OUT TO ESTABLISH
MARKET RENT**



**BEFORE RENEWAL DATE:
WE WILL AIM TO BEGIN
FORMAL NEGOTIATIONS
ON YOUR NEW LEASE**





MARKET RENTS

We look at evidence from within our estate and similar properties owned by others (including non-arch type properties) in the same locality when considering market rental levels for either rent reviews or lease renewals. Alongside this evidence, our team review the specific terms of the lease, the use, size, location, configuration, and condition of the property in question in order to reach an assessment of market rent.



LEASE TERMS

For all new or contracted out leases we will try to agree leases up to six years in duration and, in some cases, may be able to extend further. These leases may contain landlord breaks and tenant breaks. We will also work with tenants who prefer shorter-term leases. Lease renewals under the Landlord and Tenant 1954 Act will be treated in line with the Act.



AFFORDABILITY

We know that some tenants might have affordability issues. In these specific cases, we are committing to work with long-standing small businesses and not-for-profit organisations (businesses and organisations that have occupied our properties for 10 years or more) on an individual basis to agree suitable rent profiles.

We may, for example, look to introduce the following to assist you with affordability:

- *Rent increases made in steps over an agreed period meaning that you'd have time to adapt to open market rents*
- *Relocation options suited to your business requirements where the rent level may be more affordable, for example smaller premises or alternative locations*
- *In exceptional circumstances, we may look to determine your rent level as a function of your business turnover*

These options are specifically for tenants who evidence affordability issues. If this applies to you, discuss it either with your Asset Manager (during rent reviews or lease renewals) or your Property Manager (outside of these events).



- Please help us to help you by providing financial
- information (such as audited accounts) where possible
- to help us understand any affordability issues.

SUPPORT AVAILABLE



We encourage you to engage with us once notices are served, or before. Your Asset Manager will make themselves available either in person or over the phone. We actively encourage you to seek professional advice, such as lawyers or RICS Surveyors, and we will happily engage with your appointed representative directly should you wish.

There are also a number of independent tenant and SME business groups available to advise tenants including:

The Federation of Small Businesses

E: customerservices@fsb.org.uk

T: 0808 2020 888

www.fsb.org.uk

British Chamber of Commerce

T: 020 7654 5800

www.britishchambers.org.uk

Guardians of the Arches

(An independent tenants' association)

E: contact@guardiansofthearches.org.uk

T: 07957 633 869 / 020 8265 1448

www.guardiansofthearches.org.uk

You may wish to consider taking such advice around events such as rent reviews, lease renewals, applications for alterations, and the end of your tenancy.

WHAT YOU'LL NEED TO DO

02.02 • PAYING YOUR BILLS

WHAT'S NEEDED

Please ensure that you pay your rent (including associated elements like service charges and insurance) in line with your Tenancy.

Your rent and other charges that are due should be paid in equal instalments (quarterly or monthly) as outlined in your Tenancy.

Payments of rent and any other charges in relation to your property require to be paid by direct debit at all times.

You are also responsible for paying business rates and for services such as electricity and water direct to the utility provider. For more details, contact your Property Manager or our Credit Control Team via our Property Helpdesk.

SERVICE CHARGES

Many leases will have service charges. We are committed to fairness and transparency in the management and administration of service charges and have set ourselves the goal of being fully compliant with the RICS Service Charges in Commercial Property Professional Statement by the end of 2020.

We will explain the services provided in your area and the associated costs, including the share that you will be expected to pay, during your property handover. This is also detailed in your Tenancy.

Service charge amounts will be detailed on 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.

FEES

We reserve the right to charge you fees for certain of our services as outlined in your tenancy, such as review/inspection of alterations or lease renewal activities. We will always inform you in writing in advance of when such charges would apply and their amounts.

BILLING AND ARREARS PROCESS

The vast majority of our tenants pay their rents in a timely fashion. Payments should be made by direct debit but in the event that any tenant falls into arrears, we have a clear process for collecting rent and recovering rent arrears as follows:



- Note that this describes the approach for initial or infrequent cases of arrears. We reserve the
- right to potentially miss out some of the earlier stages in cases of regular non or late payment.



EXPERIENCING DIFFICULTIES

If you are experiencing difficulties in paying your rent, please contact your Property Manager or your Credit Control Team as soon as possible so that we can provide support.

We know that some tenants may have affordability issues. In these specific cases we are committed to working with long-standing small businesses and not-for-profit organisations (businesses or organisations that have occupied our properties for 10 years or more) on an individual basis to agree suitable rent payment plans.

MAINTAIN YOUR DEPOSIT

We will typically have requested a rent deposit from you to be held as security. We will hold this for as long as your Tenancy is in force.

We may use the deposit to settle any costs, claims and liabilities that arise if you fail to abide by your Tenancy obligations. This may include failure to pay rent or maintain your property to the agreed standard.

If we have to use the deposit before the end of your Tenancy, we will advise you and you will need to make a payment to top it back up to its original value. When your Tenancy comes to an end you cannot use the rent deposit as the final payment of your rent. We will return your deposit as described in the Moving Out section.

KEEPING WITHIN YOUR TENANCY

AGREED USE

You must only use your property for the purposes agreed in your Tenancy. This will be set out under the heading 'use' or similar in your Tenancy. This is important to ensure that you and your business activities have been understood, are compatible with the unique nature of your property (in particular its close proximity to an operational railway), that our insurance cover is not prejudiced and that planning consents are not jeopardised.

TRANSFERS, SUB-LETTING AND ASSIGNMENT

Generally, we are sympathetic to supporting Tenants in family businesses transfer their Tenancies. However, the terms of our Head Lease from Network Rail place restrictions on our ability to grant family or business transfers, to permit certain uses and to allow subletting, as follows:

- *We are unable to offer new agreements which are protected under the Landlord and Tenant Act 1954 (note that we are able to renew protected leases granted before we purchased the property estate)*
- *Prohibited uses include waste transfer, car breaking, residential uses (except for specific residential properties) or uses that may be considered dangerous, offensive, illegal or immoral. You cannot use your property for anything which may cause electromagnetic or other interference with the railway, nor can you do anything which could cause contamination at your property*
- *We are unable to allow subletting and/or sharing of occupation*
- *While we are obliged to work within the constraints of the Head Lease, we are also committed to working with tenants to ensure that together we minimise any adverse impact of these constraints upon your business*

Note that the prohibitions around uses such as waste transfer and car breaking may not apply where a Tenancy is covered by the Landlord and Tenant Act 1954 and is merely being renewed with the same tenant.

We are sympathetic to enabling family succession of businesses. If this requires a new lease to be granted to a new person who is not the tenant under the existing tenancy, then it may be subject to constraints under our Head Lease. We will evaluate individual circumstances on a case-by-case basis and consult Network Rail to seek to achieve appropriate positive outcomes.

PROPERTY ALTERATIONS

If you would like us to consider any proposed alterations to your property, please contact your Property Manager. When considering whether to approve your request, we are required to take into account Network Rail's requirements in relation to the safety and operation of the railway. If you carry out any unauthorised works you will need to reinstate your property to its original state at your expense.

In addition to any specific requirements that Network Rail may have in relation to the works, they will need to inspect the structure of the arch. This may require the removal of your fit out to explore the brickwork, so early engagement with us is advised.

You will also need to keep copies of any additional consents you gain, such as planning permission and building control approval, for any alterations you have carried out on your property.

LEAVING YOUR PROPERTY VACANT

- **Most of our Tenancies require that you don't**
- **leave your property vacant for more than**
- **a month. If you do not leave your property**
- **secure, we may have to take steps to secure it**
- **and potentially, charge the costs back to you.**

CONTACT DETAILS

It is important that we have up to date, accurate contact details for you throughout your tenancy. If there are any changes to either your primary or secondary contact details, then please let us know via our Property Helpdesk.

MAINTENANCE

Your Tenancy sets out what you are responsible for maintaining and this will have been detailed by your Property Manager when you moved in – a typical scope is described further in **Helpful Information**.

It is important that the condition of your property does not adversely affect the safety or operation of the railway. If you do not keep your property in a suitable condition, we may have to enter and carry out works to address this (giving appropriate notice). In such a case we would charge you reasonable costs, in line with your Tenancy.



LEGAL REQUIREMENTS

Outlined below is guidance on a number of important areas including where you can find more information to help you.

There is further detail in the **Legal requirements and regulations** section.



HAZARDOUS SUBSTANCES

You will need our written permission to use hazardous substances on your property or in shared areas (at our absolute discretion).

You will need to 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. You are required to keep a copy of these records on site for inspection.



FIRE SAFETY

You must maintain an up to date Fire Risk Assessment (as described in the Moving In section) and comply with it.

Typical good practice to consider includes:

YOU MUST...

- Ensure that you have an emergency escape plan, including how you will raise the alarm in case of a fire
- Keep all 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 (where we have granted permission) to a minimum and store them in suitable containers
- Use and store compressed gas cylinders (where we have granted permission) in line with the supplier's recommendations
- Have appropriate fire extinguishers and fire safety equipment on site
- Make sure that these are accessible and well maintained

YOU MUST NOT...

- Keep flammable liquids or compressed gas cylinders without our prior written permission
- Use or store oxyacetylene equipment in our properties
- Light fires in or near your property



THE OPERATIONAL RAILWAY

Your property is in the close vicinity of an 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 might have on the operational railway property you use as well as on neighbouring premises. As with fire safety there are a few guidance notes described below.

If you do something which could create a risk to the operation of the railway, we and/or Network Rail may have to enter your property and take steps to mitigate these risks.

- **If in doubt at any point, talk to your**
- **Property Manager.**



YOU MUST...

- Keep your property in good repair and maintain high standards of housekeeping
- 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 or touch the overhead electric power lines, which carry 25,000 volts – applies particularly to ladders, cranes, forklifts, other jibbed machines, scaffolds, hoses, water jets and sprays
- Control/remove vegetation to that it does not interfere with the railway
- Notify us if there is a risk of vegetation spreading to or undermining the railway



YOU MUST NOT...

- Cut into or interfere with the arch structure or lining systems, or paint/clean or sand-blast any part of the viaduct structure or infill, without getting our written permission
- Do any work that affects or restricts access to the structure of the viaduct
- Create any glare or visibility issues for the railway or interfere with access to the railway
- Increase the load on the viaduct or do anything to cause vibrations to the structure of your property
- Stack materials in a manner or position where they could fall onto the railway line
- Erect or use scaffolding, banners or flags at your property
- Use machinery or other equipment which causes or may cause interference with railway traction or signalling equipment
- Vent gases (flammable or otherwise) on to the operational railway



GOOD NEIGHBOURS

You will be alongside a range of other Tenants also going about their business. You will be sharing areas with them such as access roads and car parking. It is important to show respect for your neighbours.

Some tips for this include:



YOU MUST...

- Keep shared areas clear of goods and materials at all times
- Make sure that any external areas you are responsible for are suitably lit and signposted
- Discuss and agree with your neighbours how you'll carry out any parts of your business (such as large or regular deliveries and customer visits) that may impact them
- Make sure visitors and customers are aware of any important safety requirements associated with your property and those of your neighbours
- Only store goods in a safe fashion and not higher than the height agreed with your Property Manager



YOU MUST NOT...

- Damage, obstruct, or store or leave any goods and materials on any access ways, roads, gangways, walkways, fire or escape routes
- Use shared areas as extensions of your property
- Store redundant vehicles or those to be serviced or repaired
- Allow waste to accumulate at or outside your property
- Allow or encourage vermin in your property (either intentionally or via poor housekeeping)



ACCIDENTS AND REPORTING

If there is an accident at your property that may affect the safe operation of the railway, such as a fire, gas or chemical leak, you must inform the emergency services (999) and our Property Helpdesk immediately.

In the event of damage/collapse of the arch structure report the incident to your Property Manager as well as the Network Rail National Helpline on 03457 11 41 41.

If you see anything unusual or unsafe in or around your property, whether it is an unsafe working practice, suspicious behaviour, trespass or a suspect package, do not hesitate to report it.

REPORTING INCIDENTS

| | |
|--|---|
| Emergencies | Always call the Emergency Services on 999 |
| Accident/collision with the viaduct or fire | Call the Network Rail National Helpline on 03457 11 41 41 |
| Suspect some terrorist activity | Call the anti-terrorist hotline 0800 789 321 |
| Potential criminal activity | Call the British Transport Police on 0800 40 50 40 , text 61016 or go online to www.btp.police.uk |
| Health and safety issue | Go to www.hse.gov.uk for advice |
| All other reporting | Contact our Property Helpdesk if a new issue or your Site Facilities Manager or Property Manager as appropriate if relating to an ongoing issue |



BEING OUR TENANT CHECKLIST

- ☐ Use your property as agreed in your Tenancy
- ☐ Rent payments made on time via direct debit - contact us straight away if you are experiencing any difficulties making payments
- ☐ Lease assignment/transfer or sub-letting - talk to us first
- ☐ Alterations only made after consulting with us/gaining permissions needed
- ☐ Engage with rent and lease end reviews
- ☐ Fire Risk Assessment maintained and good fire safety practice followed
- ☐ Maintenance carried out as agreed/required including statutory certification
- ☐ Operational railway impacts understood
- ☐ Insurances maintained and shared with us
- ☐ Hazardous substances minimised and controlled in line with legislation

NOTES





03

MOVING OUT



03.01 • WHAT WE'LL DO

WE WANT OUR TENANTS TO REMAIN WITH US FOR THE LONG-TERM, BUT WE UNDERSTAND THAT THERE MAY BE CIRCUMSTANCES IN WHICH YOU CHOOSE TO MOVE ON FROM OUR PROPERTY. IN THESE CIRCUMSTANCES, WE WILL WORK WITH YOU TO MAKE THE HAND BACK OF YOUR PROPERTY AS EASY AS POSSIBLE.

WHAT YOU HAVE TO DO

The first step is to serve a break notice in accordance with your Tenancy.

The main thing for you to consider will be to make sure that on your hand-back date you return your property to

us in the condition required by your Tenancy, with your fixtures and fittings, goods and equipment (unless otherwise agreed with your Property Manager during the lease end process) removed.

WHAT WE'LL DO

Once you have told us that you want to end your Tenancy we will take you through a clear and structured process as outlined below.



TERMINATION REVIEW

The first step will be to contact you to understand your reasons for leaving and to explore with you any options for extending your time with us. This review will also agree the dates for:

- Your dilapidations survey – within 2 weeks of receiving your notice
- The final hand-back of your property

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DILAPIDATIONS SURVEY

This survey, carried out by your Property Manager, will assess what condition your property is in, how this compares with the requirements of your Tenancy hand-back and the activities you will need to address before you can hand your property back to us. Anything that we might need to repair or replace after you've gone is known as a dilapidation.

These will typically include items like:

- Fixtures and fittings that you have added that will need to be removed
- Goods and equipment needed for running your business that will need to be cleared
- Ensuring your maintenance and statutory certification is up to date and available
- Ensuring walls, floors and doors are clean and in working order

The standard dilapidations checklist is included in the **Helpful Information** section.

3



HAND-BACK

On your agreed hand-back-date (normally your lease end date) we will come and see you and close out your time with us. During this visit, we will:

- Re-visit the Dilapidations Survey to see if any items remain outstanding
- Take final utilities meter readings
- Collect your keys and details of any alarm systems installed

4



DEPOSIT REFUND

If there are any dilapidations outstanding at hand-back we will apply the cost of putting them right to your account, along with any final rent arrears or any other outstanding charges (if there are any). These will then be deducted from the deposit we have been holding for you and the balance will be returned to you. We aim to complete this as soon as reasonably possible after your moving out date.

MOVING OUT CHECKLIST

- Let us know as early as practical that you want to leave and agree a hand-back date
- Arrange a Dilapidations Survey as early as possible
- Make sure that you return your property to the right condition when you move out
- Return all your keys and details of any alarm systems to us

NOTES





04

HELPFUL INFORMATION

04.01 • LEGAL REQUIREMENTS AND REGULATIONS. YOUR TENANCY REQUIRES YOU TO COMPLY WITH A NUMBER OF REGULATIONS IN RELATION TO THE USE AND OCCUPATION OF YOUR PROPERTY. THE CURRENT REGULATIONS ARE SET OUT BELOW. YOU MUST NOT AUTHORISE OR ALLOW ANYONE ELSE TO CONTRAVENE THEM (INCLUDING ANY REQUIREMENTS MADE BY NETWORK RAIL AND NOTIFIED TO YOU).

FIRE SAFETY

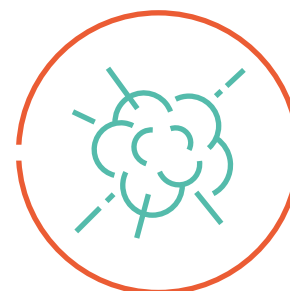
You must:

- Display appropriate “HazChem” warning signs on the outside of your Property to inform fire authorities in the event of a fire
- Keep fire extinguishers and other fire safety equipment in proper working order, with current and appropriate annual trade association certifications and ensure any requirements detailed by us or by our insurer for preventing any Insured Risk occurring are complied with
- Ensure that all fire exits or means of escape at the property are well maintained, lit, properly signposted and kept clear and, in the case of fire doors, unlocked while the Property is in use. This applies to fire exits or means of escape whether serving the property only or just adjoining property/land or both
- Not keep tyres, timber, plastics or any other combustible materials (including for example pallets, baled clothing and/or baled cardboard) at the Property in such numbers (or stored in such a manner) that does or may in the opinion of the Property Manager present a material fire risk



- Not light any fires (including the use of braziers) inside or outside the property
- Within 28 days of the Tenancy start date (or sooner as required by legislation) and thereafter for the remainder of your Tenancy carry out/renew/update all appropriate risk assessments

in relation to the property, including a Fire Risk Assessment, Water Risk Assessment, Health & Safety Risk Assessment and an emergency plan for the property. Where relevant, risk assessments must be attached in a prominent position at the property and visible to all employees and visitors



GASES

You must:

- Not use or keep acetylene, propane or any other flammable gas cylinders (whether containing gas or not) at or outside your property unless expressly approved by us
- Ensure any work carried out on gas heating or related appliances is in accordance with the requirements of the Gas Safety (Installation and Use) Regulations 1998 as amended or replaced from time to time



TESTING AND STATUTORY REQUIREMENTS

Within one month of your Tenancy start date and thereafter annually for the remainder of your tenancy you must carry out/renew:

- Electrical test certificates (renewal date will be stipulated on the certificate – usually 5 years for commercial premises)
- Gas system test certificates
- Statutory portable appliance testing

Note that where this isn't explicitly specified in your Tenancy you should consider it as such an approach would keep you in line with legal requirements.

All test certificates must be available for inspection on request. It is your responsibility to ensure that all gas and electrical appliances (including wiring) at the property are properly maintained, in good working order, are not overloaded and comply with all statutory requirements and maker's recommendations. Any defects identified must be remedied and evidence that defects have been remedied must be available for inspection.

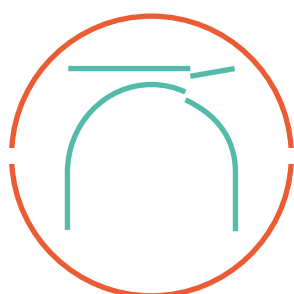
The use of extension leads to provide electrical distribution, in place of additional professionally fitted electrical outlets, is not allowed for fire safety reasons.



DANGEROUS/HAZARDOUS SUBSTANCES

You must, unless otherwise agreed in your Tenancy:

- *Not introduce, store or process asbestos at your property*
- *Maintain any asbestos register provided for your property and make it available for inspection on request*
- *At lease end, if requested by your Property Manager, carry out a Type 2 survey as required under Regulation 4 of the Control of Asbestos Regulations 2012*
- *Not place or keep at or outside your property anything which may be of an explosive, combustible or dangerous nature except where approved by your Property Manager and required in connection with the authorised use of your property*
- *Not store petrol, diesel or other fuel at or outside the property*
- *Only store hazardous materials at your property in a best-practice manner and in quantities first approved by your Property Manager – typically the minimum required amount*
- *Not store any hazardous materials outside your property*
- *Not carry out any paint spraying (other than water paint spraying) at your property without the necessary licence from the local or other appropriate authority and without construction of an approved spray booth (unless formally exempted by the relevant authority)*
- *Ensure that while any such spray painting is being carried out:*
 - *There is to be no welding and adequate ventilation is to be provided and maintained*
 - *Signs displaying this restriction must be put in a prominent place in the workplace*
- *Not allow smoking within the proximity of any hazardous materials*



STRUCTURES

- *Please do not overload the flooring or structure of your property. The structural stability of any viaduct over or adjoining your property is not to be endangered as this would represent a direct risk to the safety of the operational railway.*



ENVIRONMENTAL

No changes, alterations or additions may be made to the property that result in any reduced rating or render obsolete an existing environmental certificate (including any EPC or DEC).

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 the property or any adjoining or neighbouring premises.

Any foul waste facility likely to discharge effluent which contains grease, oil or large quantities of suspended solids, must be fitted with an appropriate interceptor, trap or separator which must 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 your Property Manager if requested and retained at the property for inspection.

We have set up an Environmental Working Group to establish best-practice and improve the environmental sustainability of our estate. We are keen to work with you to identify and implement activities that will benefit the environment. Please support the initiatives we are putting in place by:

- *Recycling using dedicated waste disposal points where available*
- *Using low energy appliances and lighting*
- *Letting us know about your environmental business initiatives and any other ideas you may have*





04.02 • GENERAL GUIDANCE

MAINTENANCE

As described in the Moving In section, your Property Manager will discuss your responsibilities for maintaining your property with you when you move in. These responsibilities will typically include:

- *The arch lining, internal fixtures and fittings, shutters/doors, floors, drainage and decoration inside and out*
- *Lighting*
- *Sanitary ware*
- *Kitchen extractor systems*
- *External fixtures and fittings such as signage*
- *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 and clearing vegetation/waste*

You will need to ensure that you keep all installed equipment:

- *In good and substantial repair and condition*
- *Properly maintained and cleaned in accordance with the manufacturer's instructions and/or appropriate legislation*
- *Where relevant, emptied using specialist contractors*

You must be able to produce suitable evidence of this and retain this information at the property for inspection unless agreed otherwise.



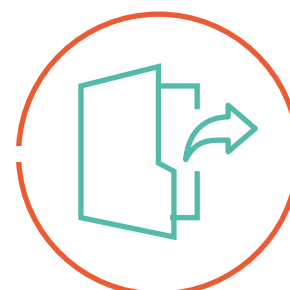
- **You must notify your Property Manager of any**
- **Japanese knotweed or other known invasive**
- **weed if found at your property.**



ALTERATIONS

If you are considering making any form of alteration, please note that the unique nature of our arches means that alterations require our prior permission and may also need consent from Network Rail. Please speak to your Property Manager in the first instance about what you'd like to do and whether you can carry it out without our formal consent. Generally, the following types of work will likely require our consent:

- *Fixing substantial fixtures, fittings or structures (even largely free-standing ones) to the arch floor*
- *Fixing substantial fixtures, fittings or structures (even largely free-standing ones) to the external ground within three metres of the arch frontage (known as the restricted zone)*
- *Any new drainage requirements (either internal or external) below floor surface level*
- *Fixing anything directly to the walls/barrel of the arch structure rather than the arch lining (where installed)*
- *Attaching anything to the outside of the arch at any height, including signage (of any weight) and light fittings*



FREEDOM OF INFORMATION AND DATA PROTECTION

Network Rail, as owner of the freehold of your property, may require us to produce information relating to your tenancy to enable them to comply with their statutory duties under the Freedom of Information Act 2000 (FOIA). We will make representations to Network Rail where we believe any information requested falls within an exemption under the FOIA but it is Network Rail's sole decision about what data is disclosed. More information around FOIA can be found on the Information Commissioner's website at www.ico.org.uk.

We take your privacy seriously and have developed privacy notices to give you information on how we collect and process your personal data through your use of our website and your relationship with us as a tenant.

- **For more information see our Tenants Privacy Policy on our**
- **website (www.thearchco.com/existing-tenants) or contact our**
- **data protection manager at data.protection@thearchco.com**

WHO'S WHO

LETTINGS MANAGER MARKETING AND VIEWINGS

Our Lettings Managers are likely to be the first members of our team that you will have contact with. They are responsible for the lettings process, from marketing properties and conducting viewings, through to explaining your responsibilities under your lease and arranging documents to be signed.

PROPERTY MANAGER PRACTICAL ISSUES THROUGHOUT YOUR TENANCY

Our Property Managers are responsible for the smooth operation of our estate. They coordinate the delivery of services and manage the practical elements of your lease. This includes: handing over the keys to your new premises and checking you in; managing the consent process should you wish to make alterations to your premises; organising the services we provide to our tenants for common facilities, for example refuse collection, cleaning, security and any charges for these services; dealing with any other consents that you many need; managing any debt issues and breaches of contract; and organising the return of your premises should you wish to vacate. The majority of our Property Managers are either Royal Institution of Chartered Surveyors (RICS) qualified or working towards it and adhere to the RICS code of conduct.

SITE FACILITIES MANAGER FIRST POINT OF CONTACT

Our Site Facilities Managers are regularly out on site and are your ongoing first point of contact, in conjunction with our 24-hour Property Helpdesk. They can help with any on-the-ground issues such as reporting minor repairs and maintenance queries. They will also help to coordinate any required inspections of your premises. They are an invaluable source of information and will help you to find the right point of contact for any further queries you may have.

ASSET MANAGER RENT REVIEWS AND LEASE RENEWALS

Our Asset Managers are responsible for managing the rent review and lease renewal processes. They can also be your point of contact if you want to discuss any amendments to your existing terms such as changes of use, assignments or business transfers. All of our Asset Managers are either Royal Institution of Chartered Surveyors (RICS) qualified or working towards it and adhere to the RICS code of conduct.

PROPERTY HELPDESK CONTACT US 24/7

Our Property Helpdesk team is available to be contacted on a 24 hour, 7 days a week basis. They should be your first port of call when you want to report maintenance or operational issues. They will then ensure that your query/issue is routed through to the most appropriate person in our team to help resolve it. This helps us ensure that we are addressing queries/issues in line with the commitments we have made in our Tenant's Charter.

CREDIT CONTROL HELPING MANAGE DEBT

Our Credit Control team is now split by geographical regions and aligned with our Asset and Property Management teams, to ensure a combined approach to all rent and service charge payments and debt-related matters. Each credit controller is responsible for a specific area, allowing them to build a direct relationship with you and other tenants in your area. You should contact either them or your Property Manager immediately if you are having difficulties paying your rent and associated charges.

HEAD OF TENANT RELATIONS ADDRESSING YOUR CONCERNS

Our aim is to resolve your concerns or questions via the routes outlined above. However, if we are unable to reach a satisfactory outcome, you may escalate your concerns to our Head of Tenant Relations via email to sion.latterhotr@thearchco.com. He will ensure you are contacted to explore your concerns and agree what needs to be done to resolve them. In all cases, we aim to address your concerns promptly.

GLOSSARY

| | |
|-------------------------|---|
| ARREARS | Where a tenant's account shows payments due that have not been received. |
| CONTRACTED OUT TENANCY | A tenancy that is not covered by the Landlord and Tenant Act (1954). |
| COSHH | Control of Substances Hazardous to Health, legislation covering how harmful substances must be managed in the workplace. |
| DILAPIDATIONS | Anything that we might need to repair, remove or replace after you've gone, including statutory certification, is known as a dilapidation. |
| FOIA | The Freedom of Information Act 2000 provides public access to information held by public authorities. |
| FIRE RISK ASSESSMENT | It is a legal requirement for all business premises detailing an assessment of their fire risks and providing recommendations to control/make them safer as needed. |
| HEAD LEASE | Is the document describing the contractual relationship between the Arch Company and Network Rail detailing the 150 year leasehold granted to the Arch Company. |
| HEALTH CHECK INSPECTION | An annual inspection of a tenant's property by us to assess how a tenant is complying with the terms of their Tenancy. |
| INFILL | The containing walls (typically brick or glass) at the back (and occasionally front) of an arch. |
| LINING | The protective layer fixed to the inside of an arch to protect the brickwork of the arch. |
| NETWORK RAIL | The commonly used name for Network Rail Infrastructure Limited, the company that owns and operates the operational railway and with whom the Arch Company has its Head Lease. |
| PROTECTED TENANCY | A tenancy covered by the Landlord and Tenant Act (1954). |
| SHARED AREA | An area adjacent to one or more properties that is for the shared use of those properties. |
| STATUTORY CERTIFICATE | The documents produced by the inspector/maintainer as evidence that maintenance/inspection activities required by legislation have been carried out – the inspector/maintainer will have been appointed by whoever is responsible for the maintenance of that aspect of the property. |
| STEPPED RENT | Where a potential increase in rent is made in a number of smaller increases spread over time to reduce their impact on a tenant. |
| TENANCY | Used in this Handbook to mean the Tenancy agreement document agreed between us and a tenant, some times also referred to as a lease. |
| TURNOVER LEASE | A type of Tenancy or lease where the cost will vary dependent on the size of the tenant's business turnover. |
| WATER RISK ASSESSMENT | It is a legal requirement for commercial or residential premises that contain any water systems to have an assessment of potential legionella bacteria risks and then describe how these will be managed to safeguard users of those premises. |



PROPERTY HELPDESK

Call: **0800 830 840**

Email: thearchco@civica.co.uk

Use the contact form
on our website:

www.thearchco.com/contact-us

NETWORK RAIL NATIONAL HELPLINE

Call: **03457 114 141**

BRITISH TRANSPORT POLICE

Call: **0800 405 040**

Text: **61016**

Go to: www.btp.police.uk

REPORTING ACCIDENTS

If there is an accident at your property that may affect the safe operation of the railway, such as a fire, gas or chemical leak you must inform the emergency services (999) and our property helpdesk immediately.

You can find a full list of our current Property Managers on our website at

www.thearchco.com/about-us/our-team/



**140 LONDON WALL
LONDON, EC2Y 5DN**

[THEARCHCO.COM](https://thearchco.com)

PROPERTY HELPDESK

DEPARTMENT

General property enquiries

CONTACT INFORMATION

0800 830 840

OPERATING HOURS

Our call centre is open 24/7