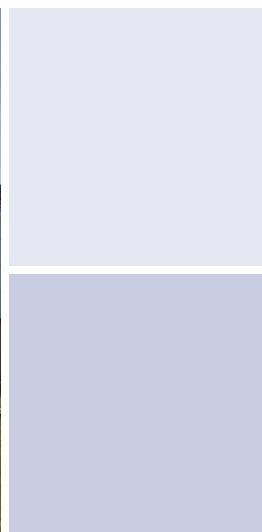


Occupiers Handbook



Premises available in over 200 locations throughout England and Scotland



Supporting SME Expansion and Relocation





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Introduction to Whittle Jones

Whittle Jones manage the commercial and industrial portfolio on behalf of Northern Trust Company Limited, an industrial/commercial property investor/developer, with a portfolio of circa 8 million sq ft, which is being expanded through further acquisition and development.

The portfolio consists of industrial workshop and warehouse units together with office buildings, suites and business parks with sizes ranging from c. 500 sq ft. These are managed by Whittle Jones regional offices at Chorley covering the North West; at Newcastle covering the North East; at Wakefield covering Yorkshire; at Birmingham covering the Midlands; and at Grangemouth covering Scotland.

From each regional office Whittle Jones can accommodate a wide variety of occupational requirements on flexible terms, offering a fast and efficient service from professional management teams. With planned maintenance programmes, security improvements and new developments our customer base is continuing to grow year on year.

Whittle Jones is dedicated to assisting new and existing businesses expand and relocate where possible in the Northern Trust portfolio.

Whittle Jones can offer:

- **Secure workspace**
- **Flexible leasing options**
- **Competitive rents**
- **Ability to upsize at short notice**
- **Wide range of unit sizes in many locations**

Introduction to Northern Trust Company

Northern Trust Company Ltd was established in 1962 and is now one of the UK's largest and most successful privately owned property investment, development and land & regeneration companies.

Northern Trust has a retained portfolio covering circa 8 million sq ft. There are more than 200 industrial, trade and office parks within the portfolio containing over 3,800 individual units, the vast majority of which are let to SMEs.

Northern Trust are long term investors, rather than developer/traders of assets, and take a long term view on maximising returns through the provision of secure, well maintained employment assets. As a result, the company has significant on-going investment in its existing portfolio to ensure its occupiers continue to attract staff and custom. Northern Trust can provide flexible solutions to SMEs and the wider business community. Northern Trust enables occupiers to concentrate on running their business, with opportunities to expand and relocate within an extensive portfolio.

Important Notice

We want this handbook to assist you in understanding the terms of your Lease or Tenancy Agreement, and how these relate to your day to day business at the property.

Please note that whilst the content of this handbook is given in good faith, the wording of an occupational agreement will in all cases be conclusive in determining any issues arising under it. If you are in any doubt about the meaning of any part of your Lease or Tenancy Agreement please contact the Management Surveyor who will be happy to explain it to you.

If you become aware of any inaccuracies in this information, we would be grateful if you will let us know so that we may correct it as appropriate.

Your Lease/Tenancy Agreement

As the Lease/Tenancy Agreement is a legal document, we thought it would be helpful to highlight some of the key areas that you are responsible for and which will affect your use of the property and protect the interests of all occupiers and users of the estate.

In the lease the owner of the property is referred to as the Landlord and the occupier as the Tenant. For the purposes of this guide we will refer to Owner or Occupier accordingly.

Payment of Rent

In return for the payment of the rent the Lease/Tenancy Agreement allows you the right to occupy the property for the purposes of your business subject to any restrictions set out in the 'user' clause (in leases) or under the heading 'Specified Use' (on the tenancy agreement front cover).

Rent is due monthly or quarterly in advance by Direct Debit Payment, in accordance with the terms of your lease. You will still receive a VAT invoice for tax purposes, each month. If for any reason you anticipate difficulty paying any rent, please get in touch with the Management Surveyor, Credit Controller or Tenant Liaison Officer. You will find the contact details set out on a separate sheet within your Welcome Pack. It is far easier for us to try and help if we are aware of a problem in advance.

Please be aware that failure to make rental payments can result in action to recover the debt and the property may be repossessed.

1. Tenancy Agreements

The main type of tenancy agreement is an internal, repairing and insuring agreement with the responsibility / obligations generally falling on the following parties.

The Owner

- Repairs to the structure and exterior of the property.
- Decorating the exterior (including the exterior decorative finishes of the doors and windows).
- Site landscaping.
- Site drainage.
- Boundary fencing.
- Site lighting (if provided).
- CCTV (if provided).

The Occupier

- Repairs to the interior of the unit (including all doors and windows, whether internal or external).
- Servicing heating appliances and other electrical or mechanical items (known in the Agreement as Landlord's Fixtures and Fittings).
- Testing and certification of all services in accordance with current legislation. Any repairs or maintenance required resulting from the servicing will be the responsibility of the Occupier.
- Fire precautions inside the property.
- Decoration of interior of the property.

2. Leases

There are two main types of lease agreement; A. Full Repairing and Insuring (FRI) and B. Internal Repairing and Insuring (IRI): Responsibilities/obligations generally fall upon the following persons;

A. FRI Lease

The Owner

- Site landscaping.
- Site drainage.
- Boundary fencing.
- Site lighting (if provided).
- CCTV (if provided).
- Roads, footpaths and yard areas.
- Common areas.

The Occupier

- Repairs to the structure and exterior of the property (including doors and windows).
- Decorating the exterior (including the exterior decorative finishes of the doors and windows).
- Repairs to the interior of the unit (including all doors and windows).
- Servicing heating appliances and other electrical or mechanical items (known in the Lease as Landlord's Fixtures and Fittings).
- Testing and certification of all services in accordance with current legislation (currently annually for gas, and five yearly for the fixed electrical installation, or after any modification or alteration to either service). Any repairs or maintenance required resulting from the servicing will be the responsibility of the Occupier.
- Fire precautions inside the property.
- Decoration of interior of the property.

B. IRI Lease

The Owner

- Repairs to the structure and exterior of the property.
- Decorating the exterior (including the exterior decorative finishes of the doors and windows).
- Site landscaping.
- Site drainage.
- Boundary fencing.
- Site lighting (if provided).
- CCTV (if provided).
- Roads, footpaths and yard areas.

The Occupier

- Repairs to the interior of the unit (including all doors and windows whether internal or external).
- Servicing heating appliances and other electrical or mechanical items (known in the Lease as Landlord's Fixtures and Fittings).
- Testing and certification of all services in accordance with current legislation (currently annually for gas, and five yearly for the fixed electrical installation, or after any modification or alteration to either service). Any repairs or maintenance required resulting from the servicing will be the responsibility of the Occupier.
- Fire precautions inside the property.
- Decoration of interior of the property.

Alterations

You must not make any structural alterations to the property.

You should only make internal and non-structural alterations with our consent in writing. If you wish to make any alterations then please contact the Management Surveyor or Building Surveyor with details of your proposals. We will then be able to explain what conditions may apply to any consent.

Waste Management and Storage of Materials

You must not store any goods or materials outside the property, nor must you allow refuse to build up on the site.

There is no general right to place a skip or other waste container on the site. If you think you may require these facilities please contact the Management Surveyor for advice.

Transferring the Tenancy

A Tenancy Agreement is not transferable to any other person or company.

If you wish to transfer your business to another person, or incorporate your business as a Limited Company, you must contact us first, as the new Business Owner/Company will be required to enter into a direct agreement with the Property Owner (subject to satisfactory financial checks and acceptance of terms).

Transferring the Lease

A Lease Agreement may be transferable to another person or company in accordance with the terms of the lease. If you are in any doubt about the meaning of any lease clause, we recommend that you seek legal advice, or contact the Management Surveyor who will be able to explain the term of your lease agreement to you.

Terminating your Tenancy Agreement

If you wish to vacate the property we will require written notice in accordance with the terms of your Agreement. Within 4 weeks of the notice being served our Building Surveyor will contact you to arrange a convenient time to visit to prepare a schedule of dilapidations identifying works that you will need to carry out in accordance with your Agreement. You are required to provide gas and electrical safety certificates when we take the property back.

Day to Day Issues

Utility Services (Gas and Electricity)

You have the right to choose your own supplier(s).

As soon as you take occupation of your unit, take meter readings and contact the relevant supplier. They will require the site name, address and unit number. If they need to know the last supplier to the premises contact our regional office as we may have a record, alternatively we will be able to explain who you need to contact to obtain this information.

As mentioned earlier, we will arrange for the services to be certified once you have supply contracts.

On vacation of the unit you must contact the supply company and inform them of your leaving date. On your last day they will need a meter reading so they can prepare a final account.

When you hand the unit back it will be helpful if you can supply us with the Supply Numbers (also known as the 'MPAN' number on the electricity account and 'MPRN' on the gas account) from your last bills so that we can set up new accounts in the name of the owner.

Waste Disposal

Occupiers are responsible for disposal of refuse and other trade waste. You will need to set up a commercial waste collection contract with the Local Authority or other properly licensed Waste Contractor. The non-domestic rates you pay to the Local Authority do not cover trade or commercial waste/refuse collections.

All refuse should be stored within the premises where ever possible. Under no circumstances should loose refuse be allowed to accumulate outside the unit.

Please remember that loose waste and open containers are a potential target for arson and are therefore a threat to your business as well as the property, in addition to being unsightly for adjoining occupiers and visitors to the estate.

In certain circumstances we allow a closed/covered skip to be placed outside the unit but this is with written consent only and should be discussed with the Management Surveyor beforehand.

Water Charges

The majority of our units have a metered water supply. As soon as you take occupation of the unit you will need to inform the local water company. They will require your name, unit number, site address and post code.

Telephone

Most of our units are equipped with telephone points. You will need to contact the relevant supplier for a connection and telephone number. They will require your name, unit number and full postal address. In some circumstances they may require that we confirm your lease/tenancy to them, if so please contact the regional office in order that we can confirm of your occupation.

Business Rates

As soon as you take occupation of your unit you will need to inform the Local Authority of your occupation date. They will require your name, unit number and full postal address. You may be eligible for Small Business Rate Relief and the Local Authority will be able to advise whether you can benefit, or visit www.businesslink.gov.uk for further advice.

Reporting Problems

If a problem occurs with either the property or on the estate, which you consider to be the responsibility of the Owner this should be reported in writing to the Management Surveyor or Building Surveyor at our regional office. Contact details can be found within your Welcome Pack.

Working Outside the Property

All work should be carried out within the property and not be allowed to overspill into the yard area. This looks unsightly, restricts the use for other occupiers and poses risks to the health and safety of others on the estate.

Outside Storage

All materials/equipment must be stored within the property and not left outside on the estate/compound.

Deliveries

Please ensure that delivery vehicles do not obstruct the access to the estate or other units. Packaging materials, such as pallets or polythene must not be left on the estate for health and safety and fire risk reasons.

Signage

There is usually a designated board on the front of each unit where you can display your company name/logo/contact details. On some properties this is a timber backing board, on others it will be an acrylic board ready to take an applied vinyl decoration. Any other bespoke signage should not be placed on the property without our written consent.

If the site has an Estate Directory sign you should confirm the name you wish to be displayed, in writing, to the Management Surveyor or Letting Negotiator when you move in. There may be a charge for this service where you change trading name during your occupation.

Security

It is the responsibility of the Occupier to make security arrangements in accordance with their own requirements and that of their insurers.

In the unfortunate event of a break-in it is the responsibility of the Occupier to repair external doors and windows (it is recommended that your own contents insurance is extended to cover this). In any event please notify Whittle Jones in writing of any incident of attempted break-in, even if there is no loss.

If the building is damaged you must notify Whittle Jones, ideally, by email, at the earliest opportunity giving details including the Police crime number.

Any security equipment or materials you install (with the owner's consent) will need to be removed when vacating the premises unless otherwise agreed in writing with Whittle Jones.

In order to supplement the security of the buildings many of our sites are fenced in with gates controlling access. Where this is the case security is maintained by the first tenant in unlocking the gates and the last tenant out locking the gates (NB: The tenant who opens the gates should always attach the padlock back onto the gate so that it does not get lost). Once you get to know your neighbours it usually becomes clear who will be locking and unlocking the gates, and at what times. Please be aware that by co-operation everyone's interests are protected.

CCTV

There are a number of estates throughout the portfolio with CCTV in operation. These systems are centrally monitored by a third party, traditionally between the hours of 9pm to 5am. Further information relating to the operation of the system can be obtained from the Management Surveyor. If you intend to be working late or are expecting visitors between 9pm and 5am it would be helpful if you can advise the monitoring station of this, by calling Corps of Commissionaires Helpdesk on 0800 0286 303 and confirming the name of the industrial estate and the unit.

If any incident occurs at your premises or on the estate and you require further information or data from the system you should contact Whittle Jones with details in relation to the date and time of the incident.

It is hoped that the implementation of CCTV on the estate will improve security and act as a deterrent to would be criminals, but we must stress that the introduction of the CCTV system is intended to complement rather than replace any security measures which you as Occupier may require for the protection of your premises/business. It is the Occupier's responsibility to keep the premises secure at all times and Landlord's consent may be required for additional measures which you consider either now or in the future.

In the event of damage to your premises/theft from them, full details must be reported to Whittle Jones in the first instance, following which we will take up the matter with the monitoring station to obtain any feedback available.

Car Parking

On most of our sites the car parking is not specifically allocated and is a common facility available to all occupiers and visitors. In general we expect occupiers to use the spaces outside their own units wherever possible. Obstructing access to other properties must be avoided at all times.

Expansion Plans

If you need extra space we would be happy to discuss your requirements. Our flexible approach to workspace enables businesses to expand and contract to accommodate seasonal fluctuation in workloads or on a more permanent basis. If you are looking to expand your business in other regions we have premises available in over 200 locations throughout England and Scotland, and we will be pleased to put you in touch with colleagues at our other offices who may be able to help you.

Emergency Contacts

Please ensure you inform us if you change your home address or telephone number in case we need to contact you in the event of an emergency.

Insurance Cover

Buildings Insurance Cover

The Owner has insured the property against the 'normal' building risks - these include fire, storm and malicious or accidental damage (where not otherwise covered). A policy extract can be made available on request from the Management Surveyor.

If any damage occurs to the building or the estate that you believe is covered by the Owner's insurance cover then you must notify our Building Surveyor as soon as possible. We will then explain the procedure which may involve ourselves or an independent loss adjuster inspecting the property before any repairs are carried out.

If the loss is as a result of a criminal act then the police should be informed and the 'crime number' (which you will get from the police), reported to us.

An uninsured excess of £500 is payable by the Occupier on each claim, full details are available from our regional offices.

Contents and Business Interruption Insurance Cover

This is not covered by the Owner's policy and you must make your own arrangements with an insurer of your choice.

Risk Management and Health and Safety

Industrial Estates can be hazardous environments and we would remind you of your duty to co-operate with the Owner and your neighbours to maintain a safe and healthy working environment for your employees, customers and neighbours. As Occupier you also have a duty under the Health and Safety at Work Act to control your own contractors, delivery personnel and visitors to ensure the health and safety of all that may be affected by their activities.

When our maintenance contractors are on site you should co-operate with any Health and Safety requirements they have, to protect both your workforce and theirs.

Hazards can only be controlled if they are firstly identified. Northern Trust welcomes the reporting of potential site hazards to Whittle Jones who will endeavour to investigate and assess these to ensure that risks are minimised.

If you become aware of any defects, incident or accident giving rise to Health and Safety concerns on the estate you should contact any member of Whittle Jones personnel. We will require full details of any incident in order that it can be properly investigated. Any report should be confirmed in writing as soon as possible after the initial report.

There are a number of risk management strategies that you can adopt to protect your own business and that of your neighbours;

Roads, Footpaths and Service Yards

Please observe the requirements of any warning signage on the estate, particularly in relation to vehicle movements and the safety of pedestrians. Industrial vehicles can be expected to be manoeuvring on all our industrial estates.

Please do not leave any materials on footpaths that can cause a trip hazard or block an escape route from your or your neighbour's property.

The estate may be equipped with grit bins for use in icy conditions. These bins are provided as a self-help facility for use by the occupiers. Please ensure that you take care when lifting and spreading grit and do not put yourself at risk of personal injury. Whilst we will check the content of bins in the autumn, we do appreciate it if you can advise us when a bin needs restocking.

General Housekeeping

You should ensure that materials are not left outside the unit as these can give rise to a number of Health, Safety and Fire hazards. For instance, pallets left in the yard area where they can be readily accessed can be used to gain access to windows and roofs, facilitating break-ins, or they may be used in arson attacks. Likewise, open skips of refuse are easily set alight and if these are next to your unit they can result in serious damage.

Smoking

From 1 July 2007 workplaces and substantially enclosed public areas have by law become no smoking areas. This includes factories, offices, other workspaces and work vehicles where they are used by more than one person. The law means that anyone wanting to smoke will have to do so outside. All workplaces need to display a compliant 'No Smoking' sign from this date.

We recognise that there will be smokers on our estates and we have not adopted any prohibition on smoking on the external areas of the estate.

We do however expect you to take proper precautions where your staff or visitors smoke whilst at the estate and would expect you to make proper receptacles for extinguishing cigarettes available to them. A carelessly discarded cigarette in a general or process waste bin can easily start a serious fire.

Asbestos and Asbestos Containing Materials (ACMs)

The Owner has adopted an Asbestos Management Strategy and Plan with the aim of identifying where they are a duty holder under the Control of Asbestos Regulations 2012 (CAWR 2012), and subsequently managing any asbestos containing materials used in the construction of the property.

It is important that you recognise that as an employer in control of a workplace with maintenance obligations you are also a duty holder under these regulations. If you become aware that an area of your premises containing ACM's has become damaged this should be reported to Whittle Jones as soon as possible to seek further advice on action required.

Where the Owner has repairing obligations an Asbestos Survey has been carried out. The survey records are held at the regional offices of Whittle Jones and copies in electronic PDF format are available on request to our Regional Managers or Building Surveyors. A hard copy may also be available subject to an administration or copy charge for this service.

The Owner commissioned ACM Management Solutions Ltd to carry out the surveys and assist in the implementation of the strategy. ACM is an independent consultancy and can assist you in complying with your obligations under the CAWR 2012. For further details or a no obligation quote call 01283 515485 or visit www.asbestos.it

Fire Safety Precautions

Well organised and carefully maintained premises are safer from fire. The likelihood of fire breaking out is lessened and should fire occur it can be more readily controlled.

The Occupier is responsible for managing fire precautions within the property. You should ensure that a competent person carries out and documents a Fire Risk Assessment of your property and activities as required by the Regulatory Reform (Fire Safety) Order 2005.

Please see Appendix 1 for a suggested Fire Precautions Housekeeping Checklist.

Appendix 1

You may find this checklist useful when assessing your fire precaution practices.

This checklist is not intended as a guide to the law on fire precautions and is suggested as a starting point for your own precautions. Whittle Jones and the Owners are not acting as professional advisors or as Competent Person in this respect and accept no liability for the content or any omissions from this content.

Further useful information can be accessed at FireNet on www.fire.org.uk from where this content was derived (and the rights of the originator are acknowledged), or from your local Fire and Rescue Service.



Mission Statement

Northern Trust Company Limited is a property investment company specialising in the provision of industrial and office accommodation predominantly, but not exclusively, for small businesses. The company endeavours, with its managing agent Whittle Jones, to assist these businesses with their occupational requirements through the provision of suitable accommodation on flexible user-friendly terms.

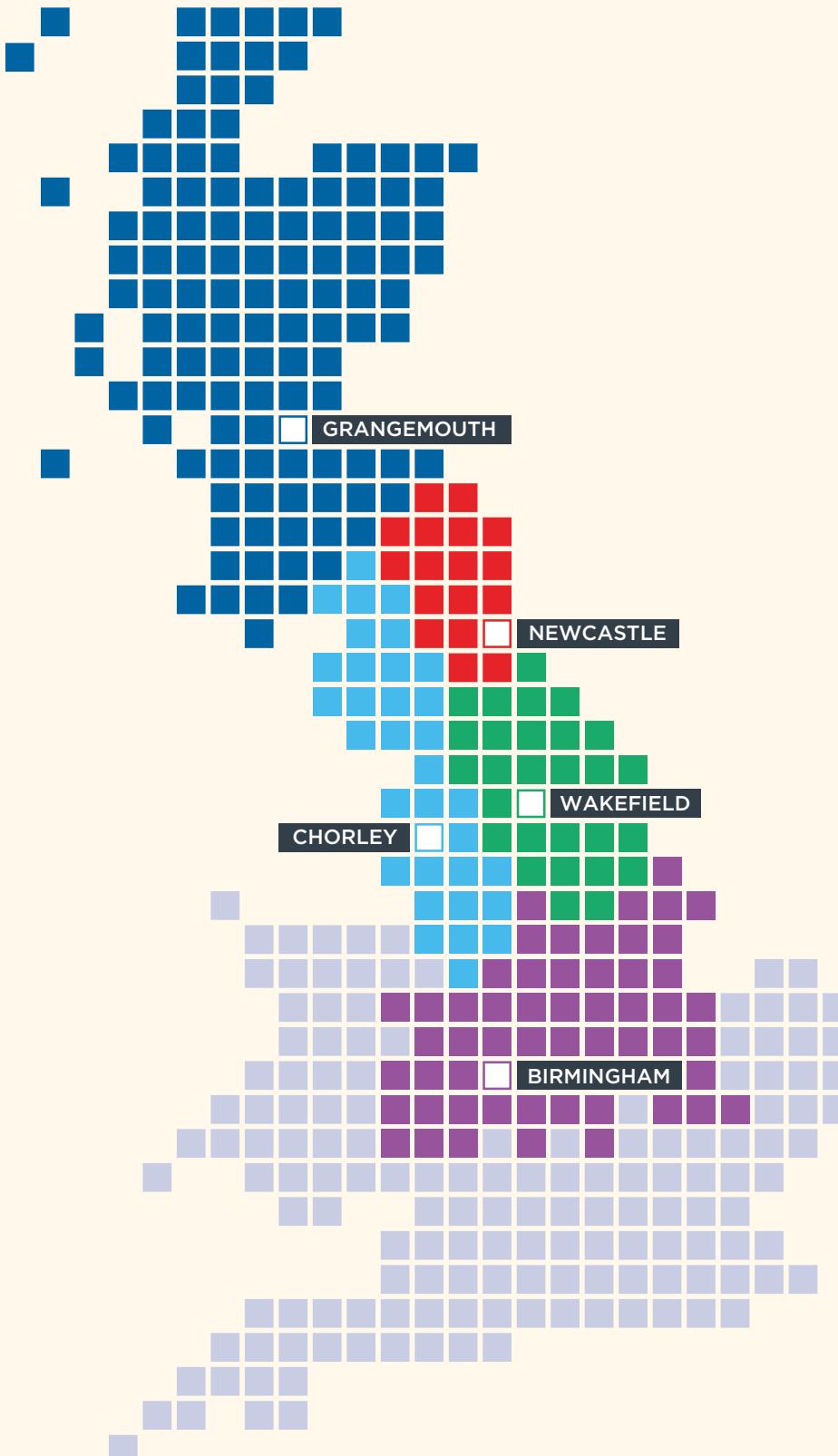
The company aims to achieve an acceptable financial return from its assets, whilst at the same time providing a service to the business sector by encouraging urban regeneration and co-operation between private and public sectors.

Managing workspace on behalf of



NORTHERN TRUST
INVESTMENT | DEVELOPMENT | REGENERATION

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