



Customer Handbook

Internal Repairing



Creating exceptional places across
1,600 acres of Edgbaston.



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Introduction to Calthorpe Estates

Calthorpe Estates, a property investment and development company, is place proud and works with its communities and stakeholders to provide connected and evolving spaces for Edgbaston.

We strive to deliver excellence and distinction for the long term, whilst responsibly enhancing our environment to help make the Estate accessible, inclusive and vibrant.

About Us

Calthorpe Estates is a family-owned property company that has been investing in Edgbaston for over 300 years.

Our 1,600 acre premium mixed-use Estate is home to residential, leisure, office, medical and retail uses all set within a leafy suburb of Birmingham.

Please refer to the back page of this Handbook for useful contact information.

Important Notice

We want this Handbook to assist you in understanding the terms of your lease on the Calthorpe Estate and how these relate to your day to day business occupation at the premises. This handbook does not vary or supplement the terms of your lease.

Whilst the content of this handbook is given in good faith, the wording of a lease 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, please contact the Calthorpe Estates Office, and we will be happy to explain it to you.

Your Lease

We thought it would be helpful to highlight a few items that you are usually responsible for under a lease and which will affect your use of the premises and protect the interests of all occupiers and users of the Estate.

In your lease the owner of the premises will be referred to as the 'Landlord' and the customer as the 'Tenant'. For the purposes of this guide we will refer to Owner/our or Customer/you accordingly.

Payment of Rent

In return for the payment of the rent the lease allows you the right to occupy the premises for the purposes of your business subject to any restrictions set out in the 'user' clause.

Rent is due monthly or quarterly in advance, as stated in your lease. You may still receive a VAT invoice for tax purposes, each month or quarter (should VAT be charged). If for any reason you anticipate difficulty paying rent please get in touch with the Credit Controller as soon as possible. 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 against you to recover the debt and the premises may be repossessed.

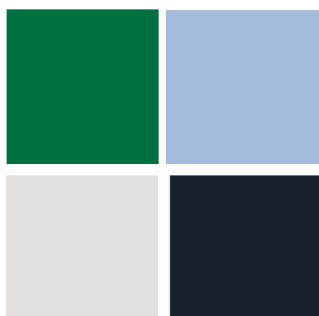
Repair

There are two main types of lease, known as either a 'Full Repairing and Insuring' lease or an 'Internal Repairing and Insuring' lease.

Internal Repairing

Your lease is known as an internal repairing lease. The premises have been checked prior to your occupation to ensure everything is in good order. It is likely that the Owner will be responsible for looking after the roof, structure, common areas used by you and other occupiers (like stairwells, toilets and entrance ways) and the exterior of the premises which will include any car parking and landscaping. These will be cared for by the owner on behalf of all occupiers and the cost of this is usually recovered via a service charge. Where there is a service charge, we will instruct a Managing Agent to manage the building in which your premises are located. You should report any issues identified in such areas to the Managing Agent for further investigation and action.

When you sign the lease, you become responsible for repairing certain parts of the premises (please refer to the repair guide on page 3 of this Handbook).



Repair Summary Guide

As a helpful summary, we have set out below the general responsibilities and obligations for repair and maintenance which usually arise under a lease and who is usually responsible for them. Please note however, this is for guidance purposes only. Your lease may vary. Should you have any specific queries please refer to the lease or speak with the Management Surveyor.

Internal Repairing Lease

The Owner's Repairing Responsibilities

- Site landscaping
- Site drainage
- Boundary fencing
- Site lighting (if provided)
- CCTV (if provided)
- Roads, footpaths and yard areas.
- Any common areas internally including common toilets and circulation spaces.
- Repairs to the structure and exterior of the premises.
- Decorating the exterior (Including the exterior decorative finishes of the doors and windows)
- Trees

The Customer's Repairing Responsibilities

- Repairs to the interior of the premises (including all doors and windows whether internal or external but not external decorative features)
- Decoration of the interior of the premises
- Non structural walls within the premises
- Shopfront and fascia
- Servicing heating appliances and other plant, equipment, gas, electrical or mechanical items exclusively serving the premises
- 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
- Fire precautions and risk assessment inside the premises
- Conducting media exclusively serving the premises



Alterations

You must not make any structural alterations to the premises. You should only make internal and non-structural alterations with our prior consent in writing. If you wish to make any alterations permitted under the lease, then please contact the Management Surveyor with details of your proposals. We will then be able to advise if your proposals are acceptable and explain what conditions may apply to any consent. Some of our buildings are heritage assets and therefore are listed. You should ensure extra care is taken to obtain relevant consents including listed building consent in that instance. You should obtain our prior approval before applying for any third party consents (including planning consent).

Any alterations made, equipment or materials you install (with our consent) will need to be removed when vacating the premises unless otherwise agreed in writing with us.

Signage

Any permitted signs at the premises must be in accordance with the Calthorpe Estates Design Guide. A copy can be provided on request.

Waste management, storage and disposal

You are responsible for disposal of refuse and other trade waste. You will need to set up a commercial collections contract with the local authority or other licensed waste contractor. The non-domestic rates you pay to the local authority does not cover trade waste/refuse collections. First Mile are our preferred waste provider who work across the Estate collecting and disposing of rubbish in a professional, secure, and environmentally-friendly manner. We would recommend getting in touch with them for all your waste management needs (see back page of this Handbook for contact details).

You must not store any waste, goods or materials outside the premises. All refuse must be stored within the premises unless we have allocated to you, an external bin store. In any event you must not allow refuse to build up inside the premises. There is no general right to place a skip or other waste container at the premises or the Estate. In certain circumstances we allow a closed/covered skip to be placed outside the premises for a short time for refurbishment purposes, but this is with our written consent only and should be discussed with the Management Surveyor beforehand. Please contact the Management Surveyor for advice. 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 premises, in addition to being unsightly for adjoining occupiers and visitors to the Estate. You must comply with all laws and regulations relating to waste disposal for your type of business.

Transferring your lease

Your lease may be transferable, with our prior consent, to another person or company depending on its terms. If you are in any doubt about your lease terms, we recommend that you seek legal advice, or contact the Management Surveyor who will be pleased to explain them to you.

Terminating your lease

If you need extra space we would be happy to discuss your requirements. Our flexible approach enables businesses to expand and contract to accommodate seasonal fluctuation in workloads or on a more permanent basis. If you wish to vacate the premises we will require written notice in accordance with the terms of your lease. Your lease may not allow you to vacate sooner than its' expiry date. Where early termination is permitted, within 4 weeks of your notice being served, we will contact you to arrange a convenient time to visit to prepare a schedule of dilapidations identifying works and decoration that you will need to carry out in accordance with your lease before the premises can be returned to us. You are required to provide gas and electrical safety certificates when we take the premises back. On occasions we may accept a financial settlement in lieu of work to the premises.



Third Party charges

You are responsible for making payments directly to others in connection with your occupation of the premises. Some of these types of payments are detailed on this page.

Payment of utilities

You have the right to choose your own supplier(s), although we would encourage you to use suppliers who provide sustainable, low carbon or renewable supplies.

As soon as you take occupation of your premises, take meter readings and contact the relevant supplier. They will require the site name, address and supply numbers and meter serial numbers. If they need to know the last supplier to the premises contact the Calthorpe Estates Office as we may have a record, alternatively we will be able to explain who you need to contact to obtain this information.

When you vacate the premises, 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 premises back, please supply us with the meter serial number and a picture of the meter reading.

Water Charges

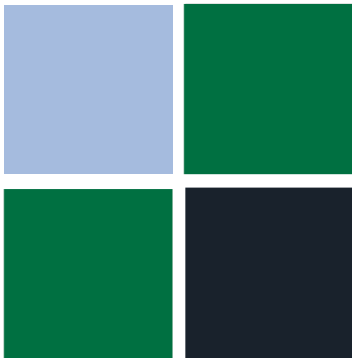
The majority of our premises have a metered water supply. As soon as you take occupation of the premises you will need to inform the local water company. They will require your name, premises address and post code.

Business Rates

As soon as you take occupation of your premises, land or car parking space you will need to inform the Local Authority of your occupation date. They will require your name, premises address 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 from this.

Data Sharing

In respect of each of your energy, water and waste supplies to the premises, you will be required to provide to us on request a signed 'letter of authority' to allow us to contact your suppliers directly for information concerning consumption data at the premises. This data will be used on an anonymous basis to progress our ESG strategy, most notably our decarbonisation ambitions.



Do's and Dont's

Refurbishment

All work should be carried out within the premises and not be allowed to overspill into the common areas, pavements or car parks. This looks unsightly, restricts the use for other customers and poses risks to the health and safety of others on the Estate. Hoarding of any kind is NOT permitted without our consent.

Outside Storage

All materials/equipment must be stored within the premises and not left outside of the premises or outside of a building.

Deliveries

Please ensure that delivery vehicles do not obstruct the access to the Estate or other premises. Packaging materials, such as pallets or polythene must not be left on the Estate for health and safety and fire risk reasons. Servicing should be between 8am – 6pm or as your lease specifies.

Signage

There is usually a designated board on the front of each of the premises where you can display your company name/logo/contact details. Any bespoke signage should be in accordance with the Calthorpe Estates Signage Design Guide and should not be placed on the premises without our consent.

Please refer to our signage guide for clarity on full signage guidance.

Security

It is your responsibility to make security arrangements in accordance with your own requirements and that of your (or our own) insurers. In the unfortunate event of a break-in, it is your responsibility to repair external doors and windows (it is recommended that your own contents insurance is extended to cover this). In any event please notify Calthorpe Estates in writing of any incident of attempted break-in, even if there is no loss. If the building is damaged you must notify the Calthorpe Estates Office by email, at the earliest opportunity giving details including the Police crime number.

In order to supplement the security of the buildings many of our buildings have controlled access. Please don't leave main doors open generally and never hold a door open for someone you don't know. Please be aware that by co-operation everyone's interests are protected.

Reporting Problems

Should you identify a problem either in the premises or on the Estate, please contact the Calthorpe Estates Office to let us know.

Trees

We have thousands of trees within our Estate and we believe it is an important part of its character and charm. They require careful attention and management and some are protected by law.

As part of the Owners' obligations with regard to trees within common areas, all trees are logged, inspected and carefully managed. Should you have any concerns with trees in the common areas, please inform Treework Environment Practice for further investigation.

Customer Handbook

Any trees within your leased area will be your obligation to maintain and protect. You should ensure a competent, independent tree surveyor inspects the tree regularly. Where any pruning, lopping or alterations are advised, or where you wish to carry out any management steps in relation to a tree, you will require our prior consent. You should contact Treework Environmental Practice who manage this process for us.

Where the proposed changes to a tree do not achieve the management aim, significantly reduce the value or life of a tree, then consent may not be given.

CCTV

Please be aware that by co-operation, everyone's interests are protected by the use of CCTV in and around the Estate. There are a number of areas around the Estate with CCTV in operation. These systems are centrally monitored by a third party, normally between the hours of 7pm to 6am. 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 CCTV monitoring station of this, by calling the Watch Security Helpdesk and confirming your premises address.

If any incident, damage or theft occurs at your premises or on the Estate, full details must be reported to the Calthorpe Estates Office, where we will investigate with the CCTV monitoring station and feedback to you. If you require further information or data from the CCTV system you should contact: dataprotection@calthorpe.co.uk 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 CCTV system does not cover the whole Estate and is intended to complement rather than replace any security measures which you may require for the protection of your premises/business. It is your responsibility to keep the premises secure at all times and your consent may be required for additional measures which you consider either now or in the future.

Our CCTV privacy policy can be viewed at:

www.calthorpe.co.uk/privacy/cctv-privacy-policy

Car Parking

At most of our sites the car parking is specifically allocated to occupiers and visitors. There is on-street parking or pay and display parking available where required. Obstructing access to other properties must be avoided at all times.

Should you require on-site car parking, please contact the Calthorpe Estates Office.

Emergency Contacts

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

Insurance Covers

Buildings Insurance Cover

You should check the terms of your lease to determine whether insurance is your responsibility. In most cases the Owner has insured the premises 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 Management Surveyor as soon as possible. We will then explain the procedure which may involve ourselves or an independent loss adjuster inspecting the premises before any repairs are carried out.

If your premises are going to be vacant for a period of time, our insurers must be informed. Please contact the management surveyor for more information.

If the loss is as a result of a criminal act then the Police should be informed and the 'crime number' reported to us.

Any uninsured excess is payable by the Customer for each claim. Full details are available from the Calthorpe Estates Office.

Contents, Tenant's fixtures 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 & Health and Safety

You have some responsibilities by law which may not be set out in your lease. The following government website provides a useful summary of tenant responsibilities which we would encourage you to read:

www.gov.uk/renting-business-property-tenant-responsibilities

We have set out a few key risk management items in this section of the Handbook.

Roads, footpaths and service yards

You should observe the requirements of any warning signage on the Estate, particularly in relation to vehicle movements and the safety of pedestrians. Delivery vehicles can be expected to be manoeuvring across the Estate. Do not leave any materials on footpaths that can cause a trip hazard or block an escape route from your or your neighbour's premises.

The Estate may be equipped with grit bins for use in icy conditions. These bins are provided as a self-help facility for your use. 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 ask that you advise us when a bin needs restocking.

General Housekeeping

Hazardous substances should not be stored at the premises. You should ensure that materials are not left outside the premises as these can give rise to a number of health, safety and fire hazards. For instance, pallets left externally can be readily accessed and be used to gain access to windows and roofs, facilitating break-ins, or they may be used in arson attacks. Likewise, open containers of refuse are easily set alight and can result in serious damage. You are responsible for reporting to us any encroachments or other unauthorised entry or use of the premises or building.

You should promptly provide us with a copy of any health and safety notices served at the premises.

Smoking

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.

We recognise that there will be smokers on our Estate and we have not adopted a 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 on 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 (ACM)

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 premises.

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 the Calthorpe Estates Office 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 Calthorpe Estates Office and copies in electronic PDF format are available on request to our Management Surveyor. A hard copy may also be available subject to an administration or copy charge for this service.

Electrical safety and gas safety

You must ensure that all gas apparatus at the premises are serviced annually and any portable electrical appliances at the premises are also tested annually. The main incoming electricity supply distribution board should be tested every five years.

Health and Safety Precautions

Your premises can be a hazardous environment 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 an occupier you 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. Calthorpe Estates welcomes the reporting of potential site hazards and 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 the Calthorpe Estates Office. We will require full details of any incident in order for it to 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.

Fire Safety Precautions

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

As an occupier you are responsible for managing fire precautions within the premises. You have a duty under the Regulatory Reform (Fire Safety) Order 2005 and the Fire Safety (England) Regulations 2022 to carry out a Fire Risk Assessment for the premises and your activities at the premises. You should ensure a competent person carries this out and documents such a Fire Risk Assessment and that you share that with our Managing Agent and the Calthorpe Estates Office.

Additionally, where the Owner controls common areas, we will undertake a general fire risk assessment and report the findings to you. You will however still be required to complete one for your premises.

Further information can be accessed at

www.hse.gov.co.uk/fire-safety.

Customer Handbook



'It is not just about providing a great experience, at Calthorpe Estates we focus on creating exceptional places, which is at the heart of our vision for our 1,600 acre premium mixed-use estate'

Haydn Cooper, Chief Executive

Useful contacts:

Calthorpe Estates Office: 0121 248 7676 or enquiry@calthorpe.co.uk

Credit Controller: 0121 248 7676 or khodgetts@calthorpe.co.uk

First Mile (waste collection): calthorpe@thefirstmile.co.uk or 0333 300 3448 or visit www.thefirstmile.co.uk

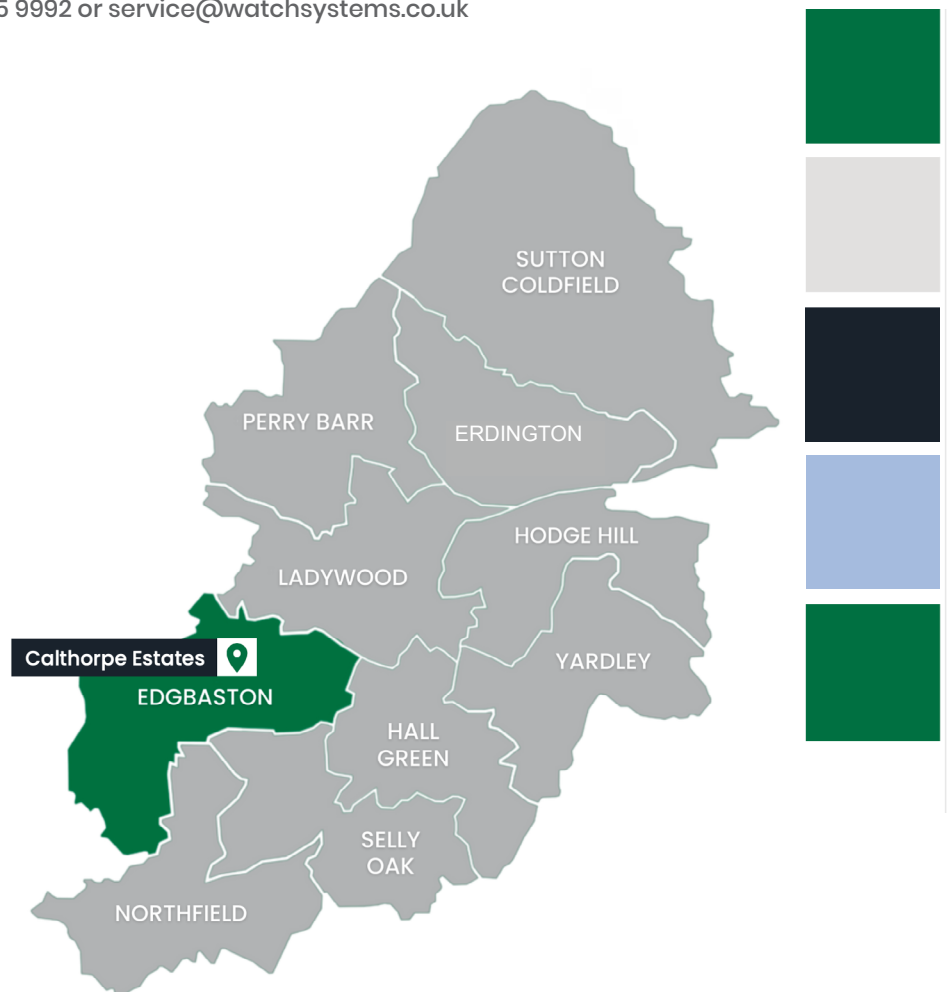
Lettings Executive: 0121 248 7676 or edavenport@calthorpe.co.uk

Management Surveyor: 0121 248 7676 or jbridge@calthorpe.co.uk

Managing Agent: Savills: 07866 203 378 or emily.dixon@savills.com & 07973 696 481 or ashley.james@savills.com. Out of hours helpdesk including business hours prior to 8am and post 6pm and weekends: 0345 838 7627

Treework Environmental Practice: 07966 647 906 or www.treeworks.co.uk

Watch Security Helpdesk: 0121 455 9992 or service@watchsystems.co.uk



CALTHORPE
ESTATES

76 Hagley Road
Edgbaston, Birmingham
B16 8LU

T: 0121 248 7676
E: enquiry@calthorpe.co.uk

www.calthorpe.co.uk