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Commercial Property | Lowther Homes

# Welcome to Lowther Homes Commercial Property

[lowtherhomes.com](https://www.lowtherhomes.com)



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# Welcome to Lowther Homes

Lowther Homes is the management agent for all commercial property within the Wheatley Group.

This guide is designed to give you information to help you with the day-to-day running of your premises.

You should read this guide alongside your lease and keep a copy in your place of business for staff to use.

You should make sure you are familiar with the information in the handbook and any ongoing updates. You'll find the most up to date version of the handbook on our website or you can contact us for another hard copy.

## **Our contact details**

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Email address [info@lowtherhomes.com](mailto:info@lowtherhomes.com)

Website [www.lowtherhomes.com](http://www.lowtherhomes.com)

## **Our postal address is**

Lowther Homes  
Wheatley House  
25 Cochrane Street  
Glasgow G1 1HL

Our telephone number is **0800 561 6666**

## Useful contacts

**Lowther Homes** 0800 561 6666

**Gas emergency** 0800 111 999

**Police Scotland** 101 (non-emergency)

**Scottish Water** 0800 077 8778 (for mains leaks and bursts)

**Crimestoppers** 0800 555 111

**Traffic Scotland** 0800 028 1414

**TV Licensing** 0300 790 6144

For more information  
go to **[lowtherhomes.com](https://www.lowtherhomes.com)**

# Deposit and rent

## **Deposit**

Before you move in you will have to pay the deposit we've agreed. This deposit will be returned to you in full, unless there is a breach of the lease agreement. We will inform you if we intend to keep all or part of your deposit.

## **When do I pay my rent?**

Your annual rent will be detailed in your lease. Your rent is due monthly in advance from the date of entry and then each calendar month after that.

On the date of entry you will need to pay us the rent from the date of entry to the day before the next rent payment date, along with your rent deposit and any insurance premium owing. Your Letting Agent will confirm the exact figure to be paid prior to your date of entry.

Service charges for maintenance of the larger tenement building and buildings insurance premiums are also payable monthly along with your rent. It is your responsibility to ensure that we receive your payment on time.

## How do I pay my rent?

Customers can pay their rent in a variety of ways:

### Direct Debit

The most popular way to pay is by direct debit which can be set up over the telephone or in person.

### Online

Please visit **[www.lowtherhomes.com](http://www.lowtherhomes.com)**. Select the 'make a payment' option, insert your payment details. Please allow at least two working days for processing.

Unfortunately we do not accept cheques as a method of payment.

### **What happens if I miss a rent payment?**

If, for any reason you miss a rent payment, you should contact us immediately. We'll put you in touch with someone who deals with arrears to help you make an agreement to clear the amount due and avoid any further action being taken against you.

If you do not contact us, or fail to pay your arrears in full, we will then take action in line with our arrears policy. This could cause you to incur extra costs, including interest on the debt.

### **What steps do we take to recover arrears?**

Failure to engage or make any arrangements to settle will lead to notice being issued and on the expiry of the notice your lease will automatically terminate. You will be liable for any costs incurred during the legal process.

# Responsibilities

## **Our responsibilities**

We are responsible for maintaining and repairing the external structure (e.g. roof, common stair, gable walls, external drains etc.) of the larger building that your premises are part of. Under the lease you are obliged to contribute towards this cost.

If you have a factor for the property they are responsible for maintenance and repairs of the external structure.

## **Your responsibilities**

Before you move in you should take the time to find:

- ✓ Water stopcock
- ✓ Mains electricity switch
- ✓ Fuse box
- ✓ Gas isolator valve.

You are responsible for the payment of all utility bills, rates and other outgoings imposed on the premises i.e. domestic rates and water charges.

You must take meter readings when you take possession of the premises.

By signing your lease, you have accepted that the premises and the building are in good repair at that date. You are responsible for keeping the premises clean, tidy and in good condition throughout the lease.



You are also responsible for ensuring that you comply with all statutory requirements, regulations and notices issued by the local authority which relate to the premises or your occupation and use of them.

- ✓ **Security** – you are responsible for the security and protection of your own premises. We have issued you with two sets of keys for the premises. You will be responsible for replacing locks if the keys are lost.
- ✓ **Planning** – the use of the premises will be detailed in your lease. Any use out with the approved class requires Planning Permission (obtained from Glasgow City Council) and our consent in writing. Please make sure that you have planning consent for any internal or external alterations. If you undertake works without consent then you may be subject to a planning enforcement notice.
- ✓ **Respect for others** – you are required to conduct business in such a way as not to cause any nuisance or inconvenience to fellow tenants or others within the area. In particular, no loudspeakers, television sets, radios or plant and machinery should be used in a way that will be heard outside the premises or cause electrical interference. Tenants must ensure that all activities are carried out in a peaceful and neighbourly manner so as not to cause grievance or nuisance to other tenants. Please report any complaints to **0800 561 6666**.

- ✓ **Use** – the lease defines the permitted use of the premises. The permitted use specifies those activities, which may be carried out in the premises.
- ✓ **Food** – you will only be allowed to cook or heat food in areas of the premises, which have been specifically fitted out for this purpose and approved by the landlord. A hot food licence may also be required from your local council.
- ✓ **Storage** – there will be no storage of equipment or materials out with the boundaries of the premises without permission from Lowther Homes.
- ✓ **Electrical installations** – you must ensure that the electrical supply within the premises meets the required standard and is regularly checked by a qualified person. Any recommendations must be implemented.
- ✓ **Gas Safety** – where the property is served by a gas main, you must arrange an annual service and gas safety check by a qualified person.
- ✓ **Asbestos** – you must fulfil your responsibilities as duty holder under the Control of Asbestos Regulations 2012

Full details of your responsibilities can be found in your lease agreement.

## **Dos and Don'ts**

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### **Parking areas**

You must only use proper defined spaces within the common parking areas for parking of cars or allocated spaces in accordance with your agreement. You must not obstruct access routes or the entrances/exits.

### **Trade waste**

You are responsible for arranging for the collection and disposal of trade waste. Waste containers must not be stored within any building and should be securely locked in a location away from the building.

### **Floor loadings**

No parts of the floors, walls or ceilings or structure to the premises are to be loaded or used in any manner which will cause strain or damage to the main structural parts of the demised premises.

### **Smoking**

Smoking is not permitted by law in the premises. You should ensure that smokers do not congregate near entrances. Cigarette butts and other used smoking materials should be extinguished and put in an appropriate sand box, ashtray or bin.

## **Premises**

You are obliged to keep the premises open and trading during all normal business hours. Shutters and grills should open during trading hours. Your lease may be terminated if the premises are closed without our consent.

## **First aid**

It is your responsibility as the tenants to provide any first aid equipment required for the premises and provide any training required for staff. No first aid equipment will be provided by us.

## **Services**

The premises are metered and you are responsible for paying for the gas, electricity etc. during your lease. You will have to settle all accounts before you move out of the property. If there are any outstanding bills which have not been paid we may keep part of your deposit to cover these.

## **Shared occupancy or selling your business**

Shared occupancy of the premises is not permitted without our consent. If you want to assign (transfer) your lease to someone else, or share part of your premises with someone else, please contact us on **0800 561 6666** and we'll do our best to help you. Shared occupancy of the premises without our consent is a breach of the lease and could ultimately lead to termination of your lease.

# Insurance

## What am I insured for?

We insure all of our buildings under a block policy. The premium for this is proportionately recharged to you on an annual basis. The present sum insured for the building has been calculated to include the reinstatement of the building, loss of rent, service charge and landlord's fixtures and fittings.

A copy of the insurance policy and what it covers is available from **0800 561 6666** on request.

The buildings insurance excludes tenants' fixtures and fittings, stock and possessions, accidental damage and employers' liability for staff, contents, public liability and third party liability etc.

In the event of any damage, giving rise to a claim, please contact us immediately on **0800 561 6666**.

There is a £250 excess on the insurance policy that you are obliged to pay in the event of each and every claim.

# Fire Safety

You should make arrangements for the regular testing and inspection of your fire systems in the premises including fire evacuation drills. This includes undertaking periodic fire risk assessments.

## Evacuation

In the event of a fire the priority is the safety of staff and the public, bearing in mind that a fire may be discovered by a member of the public as well as staff. It is crucial that information is communicated quickly and accurately to designated fire wardens or their deputies.

## Fire wardens

You must designate members of staff to carry out the duties of Fire Warden and Deputy Fire Warden. The designated Fire Warden will co-ordinate the training of staff in the fire precautions, action in the event of fire, use of fire appliances, location of emergency exit routes and the evacuation assembly points in accordance with the Fire Regulations. A list of Fire Wardens and Deputy Fire Wardens should be displayed near fire alarms and appliances.

## **Fire alarm**

The fire alarm, where fitted, is usually activated by the break glass call points within the premises. An alarm will operate throughout the building. A weekly test of the fire alarm must be carried out by a Fire Warden at a set time each week. If the alarm is activated out with this set time, the fire brigade should be called immediately.

It is also a statutory requirement that the current Fire Certificate is kept on the premises at all times. Alterations to the Certificate can only be made by the authorised Fire Authority after formal application on approval of the proposals. The regular testing, maintenance and inspection of the equipment and installations together with all records of tests, fire drills and events are recorded by the relevant contractor in the fire log book held by the tenant.

## **Fire certificate**

All tenants are reminded that it is their responsibility to apply for and retain a copy of the fire certificate on site as it relates to their own demised areas and to apply, if applicable, for any amendments throughout the period of the agreement.

# Ending your lease

## **What do I need to do to end my lease?**

Your lease does not automatically end at the date of termination. You must serve a formal notice on us to terminate your lease at least 40 days prior to the date your lease is due to expire. Your lease has further information about how to serve notice on your lease.

## **What do I do before I move out?**

One of our team will visit the premises and prepare a report of the work which has to be carried out before you leave the premises. A copy of this will be sent to you. Works must be completed before you move out.

You'll be required to settle your:

- ✓ rent
- ✓ service charge
- ✓ insurance premiums
- ✓ non-domestic business rates
- ✓ electricity, gas and water charges.

If you have a problem with regard to any outstanding sums and their repayment, then please discuss this with our team on **0800 561 6666**.



**Before you move out you'll be required to:**

- ✓ remove all your possessions from the premises
- ✓ leave the premises in a clean and tidy state of repair.  
If we need to arrange to clear and clean you will be re-charged that cost
- ✓ leave all alterations and fixtures intact or remove all alterations and make good all damage
- ✓ keep the premises insured up to the date of termination
- ✓ keep the premises heated up to the date of termination
- ✓ supply a copy of the most recent electricity/gas/water invoice to assist in a smooth transition
- ✓ return all keys and fobs to us with a note of any alarm codes
- ✓ arrange for the termination of your service contracts
- ✓ arrange with the postal service for a forwarding address for your mail.

**Please also supply these details for our records.**







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**Need further information?**

We're happy to help

Telephone | 0800 561 6666

Visit | [www.lowtherhomes.com](http://www.lowtherhomes.com)

Email | [info@lowtherhomes.com](mailto:info@lowtherhomes.com)