

COMMUNITY LETTINGS OF REDUNDANT STATION BUILDINGS

INTRODUCTION

Greater Anglia stations are covered by a 99 year-full repairing lease arrangement. As a result of the review of lease boundaries that accompanied the new franchise in February 2012, Greater Anglia has taken on responsibility for a number of former Station buildings which have been vacant for some time. There are a number of reasons why some of these buildings lay empty:-

- Not required for rail service provision
- Unused in recent memory
- Deterioration of the premises
- Previous lettings not succeeded
- Not viable for commercial use due to:
 - Footfall
 - Insufficient Parking
 - Renovation Costs
 - Fees

Greater Anglia welcomes interest from community groups and local initiatives to bring these buildings back to life. Greater Anglia wants to work in partnership with community groups because we understand that these station buildings are part of local communities. We encourage community groups to submit proposals that offer services that will benefit the local community, add value to the rail services, its station facilities but not adversely affect the operations of the station.

All vacant properties are available on the Greater Anglia Website (www.greateranglia.co.uk), we welcome any interest for properties that have been vacant for more than 5 years and have received no commercial interest.

The basic process to secure a lease of a redundant station building is as follows:

1. Submit Application form
2. Sign a Standard Form Tenancy Agreement
3. Finally agree a Lease

Each is discussed in further detail below:

1. APPLICATION FORM

Every enquiry that meets the criteria is sent and application form (see appendix A). This allows us to identify the parties involved, record your interest, consider the proposed use. You are required to provide the following details

- a. Proof of charitable Status if applicable
- b. List of Members
- c. Business Plan
- d. Potential Source of Funding
- e. Basic Schedule of Work

If your proposal is agreed in principle you will be offered a standard form Tenancy Agreement, this is conditional on receipt of an agreed Timetable of Action and an Agreed End Use. We will not discuss or disclose your ideas to other parties.

2. STANDARD FORM TENANCY AGREEMENT

This is basic tenancy agreement (see appendix B) which will be granted for a maximum term of 24 months for a nominal rent. It gives the tenant standard rights to occupy the premises and secure funding. Over the term of this agreement we will carryout quarterly meetings to ensure that everything is in place before an agreement for lease is entered into. The following actions will need to be confirmed:

1. Schedule of works within 1st Quarter
2. Draft Plans and Specification within 1st Quarter
3. Agreed Detailed Plans within 2nd Quarter
4. Heads of Term for lease issued within 3 months of completion of above actions
5. Secured Funding within 3rd Quarter
6. Permissions Sort within Quarter 4
7. Legal Advisors instructed within 3 months of completion of above actions
8. Approved Contractors within Quarter 5
9. Access Permits within Quarter 6

If the above actions are not completed within the 24 month period of the agreement for lease, Greater Anglia will reserve the right to withdraw from any further leasing arrangements.

The standard form tenancy agreement allows you to carry out internal non-structural repairs to the building, if the building is in a non-derelict state. Greater Anglia will remain responsible for the structure and will ensure that over the period of the tenancy the structure remains safe to passers-by. You must keep all parts of the Property in no worse condition than they are in at the beginning of this tenancy. All works will need landlords prior written approval.

3. LEASE

The lease will grant the tenant rights to carry out the works and contain the following provisions relating to the construction works:

- the nature of the works to be carried out;
- the time in which the works are to be carried out;
- the manner in which the works are to be executed.

Nature of the works

In order to identify the works to be carried out, detailed plans and specifications on what exactly has to be constructed are attached to the agreement.

Time in which the works are to be carried out

Before we have entered into a lease we will have already agreed a schedule of works to a specific timeline. We insist on a joint inspection by tenant and the landlord's representatives for the purpose of issuing a certificate of practical completion. We will insist that practical completion is signified by the issuance of a certificate of practical completion by the tenant's architect and this is completed within the agreed timeframe.

We will include a provision in the agreement that requires the tenant to use their best endeavours to ensure that the building is completed by a certain date. Penalties may apply if completion is delayed. To ensure that the person executing the works will not be in breach if matters outside their control cause delay, a **force majeure** clause will be included.

Manner in which the works are to be executed

We will want to have a degree of control and supervision over the execution of the works our surveyors will inspect the works as they are being carried out. Construction works will need to be carried out with reasonable skills and care in accordance with all relevant statutory approvals.

If, after completion, we discover that there are defects in the design or construction of the premises, or in the materials used, then insofar as the defects amount to disrepair, the tenant will be liable to remedy them under the repairing covenant in the lease.

The lease will also spell out all of the agreed terms including:-

- Lease term
- Rent payable
- Agreed Use
- Repairing Obligations
- Alienation
- Other Charges

Lease Term

The Lease Term (length of lease) for each application will be based on the end use of the property and nature of works to be carried out.

Rent

Rent will be dependent on end use, funding, nature of works and market rental value.

Use

GA will consider any proposed uses that benefit the community such as community art studios meeting centres cafes cycle repairs. The following uses will not be permitted:

- Residential use
- Venues for large gatherings such as parties and wedding receptions

The list outlined above is not exhaustive. In considering proposed uses GA's first consideration will be how the proposed use may affect the operation of the station facility and operational railway line. Any proposed use will be on a not for profit basis.

Repairing Obligations

The lease will be on a full repairing and insuring basis, this places responsibility for the repair of the external, internal and structural form of the property with the tenant.

Break Clause

The Landlord reserves the right to terminate the lease upon giving 6 months' notice for the purpose of estate redevelopment or owner occupation or 28 days in the event of an emergency.

Alienation

You will not be able to transfer, sublet, charge or part with possession of the whole or any part of the Property.

Other Charges (if applicable)

Service Charge

A fair share (according to use as decided by the Surveyor) of the cost of lighting, repairing, rebuilding, renewing, maintaining and cleaning all roads, services and other works used or shared with other properties, payable by the tenant quarterly in advance from the lease commencement date on the usual English quarter days.

4. FEES

See below schedule of fees payable to Greater Anglia before a lease can be entered into.

The Tenant will be responsible for all Landlords Legal Fees whether or not the matter proceeds to completion. The fee stated below is the minimum amount payable.

ACTIVITY	PROPOSED FEE
STANDARD FORM TENANCY	
Administration Fee	£650 excluding VAT
NEW LEASE	
Administration Fee	10% of Market Ground Rent (min fee £800) excludes VAT
Legal Fee	£1,150 plus 3% - 5% of Market Ground Rent