



## **ALTERATIONS REQUIREMENTS**

## 1. Introduction

This document sets out the Landlord's *usual* requirements in relation to alterations and is intended to provide our tenants with clarity as to both procedure and the Landlord's general stance on the granting of consent.

This document should be read in conjunction with the terms of your Lease, it is not intended to vary or modify the terms of it.

Unless your Lease says otherwise, no works of any kind should be undertaken until the Landlord's formal consent has been obtained.

The Landlord has produced separate guidance relating to retail signage & shop fronts.

## 2. Form and content of the application for consent

In the event that you wish to carry out alterations to your demise (or install equipment or apparatus outside your demise – such as air conditioning plant or extraction ducting) you should provide full details of the proposed alterations/installation and complete the relevant application form which can be found on [here](#).

## 3. Documentation required

In order to properly consider your application for consent, we will usually require the following information and documentation;

- i. an 'as existing' demise plan (drawn to an appropriate scale).
- ii. an 'as proposed' plan setting out clearly the proposed works (drawn to an appropriate scale);
- iii. a method statement setting out how the alterations are to be carried out;
- iv. specifications for the materials intended to be used;
- v. contact details for the contractor(s) who will carry out the alterations, together with details of their professional accreditations (e.g. Gas Safe, NICEIC) and liability insurance.

Where major alterations are contemplated (including those which may affect the structural parts of the building and/or service media inside or outside the demise) the Landlord may request additional information and documentation.

In certain cases, particularly where the proposed alterations are of a minor nature, the Landlord may not require some of the documents set out above, to be produced. If you have any doubt, then please contact the Landlord as set out below.

If the proposals include any ceiling works, in particular where it may affect the fire compartmentation, then there are strict requirements to adhere to:

### **Fire Ceiling Requirements and Permitted Works**

#### **Existing Fire Ceiling Construction**

The Premises are currently fitted with a fire-resisting ceiling comprising two layers of 12.5mm fire-rated (pink) plasterboard. This construction forms a compliant fire ceiling in accordance with Part B of the Building Regulations and relevant fire safety legislation.

**This fire ceiling is a critical life safety element and must not be compromised under any circumstances.**

#### **Tenant Responsibilities**

The Tenant shall ensure that the fire ceiling is maintained in good condition and that its fire-resisting performance is preserved at all times. Any works affecting or potentially affecting the ceiling must be carried out strictly in accordance with this Schedule and the terms of the Licence for Alterations.

#### **Permitted Installation Options**

The Tenant is permitted to adopt one of the following approaches when fitting out the Premises:

##### **Option 1 (Preferred): Suspended Ceiling Installation**

The Tenant is strongly encouraged to install a suspended ceiling system beneath the existing fire ceiling.

- The void created between the suspended ceiling and the fire ceiling may be used for the installation and routing of all building services (including, but not limited to, lighting, electrical, mechanical, and data services).
- The suspended ceiling may be finished to the Tenant's desired specification.
- No works shall interfere with, penetrate, or otherwise affect the existing fire ceiling above.

This option is the preferred approach as it fully protects the integrity of the fire ceiling.

## Option 2: Surface-Mounted Installations

Where a suspended ceiling is not installed, the Tenant may install services directly to the underside of the fire ceiling subject to the following conditions:

- All services, fittings, and equipment must be surface-mounted only.
- Fixings must be fire-rated and appropriate for use with fire-resisting constructions.
- Under no circumstances shall the fire ceiling be penetrated, cut, drilled through, or otherwise compromised.

### Prohibited Works

The following works are strictly prohibited unless expressly approved in writing by the Landlord and subject to a formal Licence for Alterations:

- Any penetration of the fire ceiling
- Removal, alteration, or partial dismantling of the ceiling
- Any works that may reduce the fire resistance of the ceiling

### Approval Requirements

All proposed works must be submitted in writing to the Landlord or Property Manager for approval prior to commencement. Where required, a formal Licence for Alterations must be obtained.

### Compliance

Failure to comply with the provisions of this Schedule may result in enforcement action and the requirement for the Tenant to reinstate the fire ceiling to its original compliant condition at their own cost.

The Landlord has specific requirements for certain types of alterations, and these are set out within the application form.

Examples of plans and specifications can be found in the Annex.

## 4. Costs and timetable

You will be required to meet the Landlord's legal, administration and other professional costs, fees and expenses incurred in considering your application for consent.

### Stage 1 - Application and initial review

A non-refundable administration fee will be payable on submission of an application for consent for alterations and the Landlord will not start its initial review of the application until the administration fee has been paid in cleared funds.

The Landlord's current application fee is set out in the **accompanying fee scale**.

Your application will first be reviewed by the Landlord's asset manager and this initial review will usually be completed within 3 working days of receipt of the application (or cleared funds, if later). During or shortly after this initial review process, the Landlord's asset manager may contact you to request additional information, documentation or clarification in relation to the application.

Depending on the nature and extent of the proposed alterations, the Landlord may refer your application and the accompanying documentation, to its internal projects and planning teams. In certain circumstances, you may be contacted directly by members of these teams, who may wish to inspect the property and/or arrange a site meeting with you, and/or your contractors.

The Landlord will consider each and every application for consent on its merits (and in accordance with the specific terms of your Lease).

In considering each application, the Landlord will usually take into account the effect of the proposed alterations upon the demise itself, the Landlord's other commercial and residential interests in the building (where the demise forms part of a building), its adjacent or adjoining property interests and those in the vicinity of the property.

The Landlord may impose certain requirements and conditions to the manner in which the alterations are carried out and may, in certain circumstances where major alterations are proposed, require you to pay a deposit to secure compliance with those requirements and conditions.

If the Landlord accepts that the proposed alterations are of a minor nature, no additional administration fee will be levied.

#### Stage 2 – The Landlord's formal consent

If the proposed alterations are acceptable to the Landlord in principle, the Landlord's solicitors will be instructed to draft a Licence for Alterations which, when completed, will constitute the Landlord's formal consent to the carrying out of the works.

You will be responsible for the Landlord's legal costs for the preparation (and any subsequent negotiation) of the Licence for Alterations. Such costs will be payable whether or not the matter is completed.

Details of the Landlord's anticipated legal costs are set out in the **accompanying fee scale**, although the Landlord's legal costs for dealing with the Licence for Alterations will depend on the nature and extent of the works and the extent of any conditions applied by the Landlord as to the manner in which the alterations are to be carried out.

If the Landlord accepts that the proposed alterations are of a minor nature, a fixed fee of £150.00 + VAT will be payable for the production of a simple Licence for Alterations (in the Landlord's standard form).

Where you are represented by a solicitor, the Landlord may require a solicitors undertaking to secure the payment of its anticipated legal fees/costs. In other cases, the Landlord will require its anticipated legal fees/costs to be paid in full and in cleared funds, before the Licence for Alterations is drafted and circulated for your consideration.

#### **5. Methods of Payment**

You will be asked to confirm your chosen method of payment within the application form.

##### Payment by cheque

Where payment is made by cheque, cheques should be made payable to 'Sorbon Investments' and sent to Sorbon Estates Limited, Aylesbury End, Beaconsfield, Buckinghamshire, HP9 1LW, marked for the attention of the Estates Department.

##### Payment by bank transfer

Where payment is made by bank transfer, payment should be sent to:

<b>Account Name:</b>	Sorbon Investments
<b>Bank:</b>	Barclays Bank
<b>Account Number:</b>	50069981
<b>Sort Code:</b>	20-03-18

Please use your tenant reference number as a payment reference.

A VAT invoice (where applicable) will be issued upon receipt of cleared funds.

#### **6. Contact Details**

If you wish to discuss the contents of this document, or any other aspect of your proposed alterations, please make contact with your dedicated asset manager (whose contact details you will already have). Alternatively, please make contact with the Estates team on 01494 671331.



**An example of minor internal works plan & detail**

