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# APPLYING FOR PREMISES

## (DRAFT DOCUMENT – subject to review by the Board of Directors)

## 1. WHO OWNS CANOLFAN GORSEINON CENTRE?

Canolfan Gorseinon Centre is owned by City & County of Swansea and managed by Gorseinon Development Trust, under a long term lease.

- 2. WHAT SIZES OF UNITS ARE AVAILABLE? Units vary from 265 ft<sup>2</sup> to 850 ft<sup>2</sup>
- 3. WHO DO I APPLY TO?

Contact Gorseinon Development Trust at the address above.

## 4. HOW DO I APPLY FOR A UNIT?

This is a three stage process.

## 4.1 Letter of Interest

Prospective tenants should contact us by letter in the first instance. We will want know what sort of business you intend to run and what size of unit you may require. (You will hopefully have had a chance to see the facility at this point).

## 4.2 Application Form

Prospective tenants will be required to complete an application form. This allows the trust to refer to the Welsh European Funding Office (WEFO) to confirm eligibility for the rentable space and identifies local job benefit/job creation etc.

## 4.3 Interview

If we feel that we could accommodate your business on our site we will invite you to a formal interview. Applicants will be invited to explain the benefit to their business of occupying the new centre, and how their business will effect and benefit the wider community. It will also provide an opportunity to gain a clearer understanding of your business and its needs.

Successful applicants will be asked to complete the necessary formalities.

## 5. WHAT ARE THE TERMS ON WHICH UNITS ARE AVAILABLE?

Our units are let on terms suited to the particular applicant and the premises. To begin with we will offer you a Tenancy at Will. This type of agreement allows you to terminate your occupation without giving us a period of notice. But, it also means that we can terminate the agreement in the same way.

## 6. WHAT ARE THE TERMS AND LEGAL CONDITIONS FOR TAKING ON A UNIT?

The Tenancy at Will agreement sets out the precise nature of the purpose for which you are being allowed to occupy the unit and the legal framework of our relationship. We can let you have a copy of the agreement to read through and we recommend that you consult your solicitor to go through it with you.

## 7. IS IT A FULL INSURING AND REPAIRING LEASE?

No. In a conventional lease the tenant not only pays rent but also is responsible for the costs of insuring the premises and building maintenance. At Canolfan Gorseinon Centre you monthly rent includes the cost of insuring and maintaining the buildings.

## 8. DO I HAVE ANY RESPONSIBILITY FOR THE BUILDING?

Yes. When you take on a unit we will agree an inventory, which includes a summary of the internal condition of the premises. It is your responsibility to maintain the interior of the unit in this condition. You are responsible for the decoration of the unit, breakable items such as the windows, doors, glazing and for the internal services.

#### 9. WHAT FORMALITIES ARE INVOLVED IN TAKING ON THE UNIT?

Both you and Gorseinon Development Trust Ltd sign a formal Tenancy at Will agreement. This sets out the legal terms and conditions upon which you take up occupancy of the unit. We shall also require you to give us a cheque for the deposit on the unit and to sign a Bank Mandate for the monthly rent.

#### 10. IS THERE ANY ADVANCED PAYMENT REQUIRED?

Yes, a deposit equal to two month's rent. When you vacate your unit we will refund your deposit to you having made any deductions due in respect of outstanding accounts or for the sums that may be chargeable for reinstating the unit.

## 11. HOW AND WHEN DO I PAY THE RENT?

This is paid monthly in advance by Direct Debit.

#### 12. ARE RATES INCLUDED?

No. City & County of Swansea will charge you for general rates.

#### 13. HOW OFTEN IS THE RENT REVIEWED?

Rents will be reviewed annually at the start of the financial year (April). Under the terms of the Tenancy at Will we have the right to increase rents at one month's notice.

#### 14. WHAT OTHER SERVICE CHARGES ARE THERE?

All charges for site services are included in the Rent. This includes site maintenance, car parks, roads, the provision and upkeep of common areas such as toilets and site security.

#### 15. WHAT ARE THE ONGOING COSTS?

Heating, electricity, water is all included however if you make use of any of our other services we will also invoice you for these on a monthly basis.

#### 16. WHAT OTHER SERVICES ARE AVAILABLE?

For an additional charge, office support which would include fax, photocopying, mail handling and reception, small meeting room and conference room hire at discounted rates, a healthy eating café/juice bar and on site day care facilities.

#### 17. CAN I HAVE A TELEPHONE SYSTEM?

Yes. Phone and data points will be installed in the units through dado trunking. Responsibility for bills will be your own, or if you utilise this service through our system we will charge monthly.

## 19. ARE THERE ANY OTHER TERMS AND CONDITIONS?

#### 20.1 Insurance

Although we insure the building itself you must arrange for a proper insurance cover of your business risks. These will include Public Liability, Employers Liability and Fire and Special Perils Cover. We will require having proof that you are properly insured for all risks connected with the operation of your business in our premises.

#### 20.2 Legislation

It is also a condition of our tenancy agreement that you comply with safety and fire regulations in respect of your business. You must comply with the Health and Safety at Work Act and with the Fire Precautions Act. The building has a Fire Certificate and you must comply with its terms, including fire drills. You must install fire extinguishers and have them regularly serviced, you must carry on your business in a safe manner.