



MINISTERIAL ADVISORY GROUP
FOR ARCHITECTURE AND THE BUILT
ENVIRONMENT FOR NORTHERN IRELAND

MAG POSITION PAPER

MEANWHILE USES

Ministerial Advisory Group



Meanwhile Uses Position Paper

Thank you to those who contributed photographs including PLACE, UAHS, Arthur Acheson, Craigavon Borough Council, Eric Reynolds, Jo Negrini, Pete Doughty and Diana Fitzsimons

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Photo on inside cover: Shop in Ann Street Belfast – Meanwhile Use prior to the opening of the MAC in Belfast 2012

1. Introduction

The economic downturn harshly affected Northern Ireland's retail sector, leaving many vacant properties in city and town centres. During 2014, retail footfall declined in all areas of the UK, creating further difficulties on the road to recovery. Even though Northern Ireland's retail vacancy rate stood at nearly 17% against a UK average of 10% at the time of publication, the vacancy levels in Belfast had in fact fallen for the third successive quarter. This can be attributed to a range of factors, which include increased consumer confidence, changing shopping habits and better economic outlook. Meanwhile Uses and the rates concession for long-term empty premises¹ have played a small but significant part in this improvement. Meanwhile Uses include pop-up shops and other temporary occupation of vacant units, a phenomenon which is examined in detail in this paper.

Vacant Properties and Sites

- 1.1. Sparked by the results of recession and increasing numbers of vacant properties in the last few years, 'meanwhile uses' of such properties have appeared across many towns and cities in the UK and Ireland. The recession has also stalled a number of developments until the development returns to commercial viability. This could be many years away and the visual impact causes continuing damage to the image of the immediate locality.
- 1.2. The Portas Review December 2011² analysed the problems facing town centres and amongst other things suggested landlords work with community groups, the arts, councils and Chambers of Commerce in a new way to instigate more of a community sense in the high street. Mary Portas encouraged landlords not to leave shops vacant, suggested measures to promote imaginative use of empty properties and encouraged retailers to test drive low cost selling options such as market trading. The Portas Review was subsequently followed by initiatives including "Love your Local Markets³" and "Pop Up Britain⁴".
- 1.3. Clearly the empty property problems being faced by town centres is not just about recession but is also caused by changing patterns of shopping particularly the use of internet shopping. Disguising empty shops by temporary painted panels is one solution but it is in many ways papering over the cracks. It is possible that there will be a long-term permanent decline in retail spending on the high street (previous boom fuelled by unsustainable household debt) – growth in car ownership and its impact on in vs out of town shopping.

¹ 350+ ratepayers have so far qualified for empty premises relief since the scheme was introduced in 2012 by the NI Assembly to encourage the occupation of long term empty premises.

² The Portas Review: The Future of Our High Streets (2011) Mary Portas www.gov.uk/government/publications/the-portas-review-the-future-of-our-high-streets

³ <http://loveyourlocalmarket.org.uk/>

⁴ <http://popupbritain.com/>



Photos: Former Clinton Card Shop in Portadown's High Street; Empty Shop in Donegall Place, Belfast

- 1.4. 'Pop-Up' shops are stores that take up a short-term lease for a limited period in order to sell specific items or to provide services e.g. Meanwhile Project Craigavon Yoga Studio(as referred to in 3.13). A pop up is a way of marketing goods when the retailer or craftsperson cannot afford permanent premises at a location. Pop up shops are now becoming more common in high streets, often using vacant properties for a very short period.
- 1.5. Town centres don't just need meanwhile uses but need re-assessed in terms of their longer term functioning and a range of new uses encouraged to take the place of retailing e.g. health, educational and residential uses. The future of town centres must be "beyond retail" – high streets have more to offer – destination for socialising, culture, health and wellbeing, creativity and learning – with a vibrant evening economy.

Meanwhile Uses

- 1.6. A 'meanwhile use' is a temporary use of vacant buildings or land for a socially beneficial use until such time as the building or land can be brought back into commercial use again (Department of Communities and Local Government). Meanwhile use is not the same as a temporary lease or licence because it explicitly recognises that the search for a commercial use will be ongoing. The concept is based on the belief that empty properties are detrimental to the vitality of town centres and waste resources that we cannot afford to leave idle.
- 1.7. Empty properties can lead to a spiral of decline, spoil high streets and act as a magnet for antisocial behaviour. Listed buildings are particularly vulnerable as they can be expensive to maintain and difficult to alter for other uses. Financial viability issues mean that we have many former banks and public buildings that have no current use and there may be a strong economic case for the benefit of public assets management. Interim use of listed and non-listed buildings, led by local communities, voluntary groups or businesses will benefit existing shops as well as the wider town centre through increased footfall, bringing life back to the street and making better use of resources.

The Meanwhile Project in the UK

www.meanwhile.org.uk

- 1.8. As a policy, 'meanwhile use' was a key aspect of the Westminster government's publication 'Looking After Our Town Centres' (April 2009), including the empty shops revival plan to prevent high street decline. Grants were made available by Department of Communities and Local Government (DCLG) to specific local authorities to boost town centre and transform empty shops for temporary uses. In the same year, the DCLG set up a Meanwhile Project led by the Development Trusts Association (now called Locality; see www.locality.org.uk/locality) which is the leading network of community enterprise practitioners dedicated to helping people set up development trusts in order to develop community assets and transform communities for good. Meanwhile Space CIC is the delivery arm of the Meanwhile Project and seeks to encourage community use of vacant property and sites. The team work on collective strategies across Councils and work at a place-based level on specific interventions and at ground level to create networks.
- 1.9. Meanwhile Space works with landlords, landowners, developers and local authorities to relieve them temporarily of liabilities (insurance, rates, security etc.) associated with holding redundant shops, offices, cleared land, etc. whilst a longer term commercial solution is being sought. By working with local communities and other stakeholders, meanwhile uses are deployed to reanimate the space and provide opportunities for community benefit and social enterprise. The project has a library of ideas and information as a resource to make it easier for both the landlord and the project sides to realise meanwhile opportunities – including an Empty Shops Workbook and a Meanwhile Manual, Lease and Insurance Policies. Many of these are directly applicable to Northern Ireland or require minimum amendment to make them relevant (see recommendations in Section 10 of this paper).
- 1.10. The Meanwhile Project also sets out to smooth the way of meanwhilers everywhere through advice, networking and dealing with technical barriers through practical solutions, including:
 - Meanwhile centres – establishing incubation centres for short periods of meanwhile activity
 - Meanwhile tour – a series of weeklong live training events at certain locations
 - Meanwhile surveys – mapping survey by local interested people
 - Meanwhile Coalition – hosting meetings of meanwhile support organisations such as Spacemakers, Empty Shops Network, Ethical Property Foundation, Federation of City Farms and Gardens, Beekeepers etc.
- 1.11. In May 2010 a study called 'Meanwhile Use – Business Case and Learning Points'⁵ was published following research by SQW Consulting for the Development Trusts Association (DTA). This concluded that there were over 250 meanwhile projects in the UK, with hotspots in London and the major cities. Nearly 75% of meanwhile uses were in vacant retail units but other types of space such as offices, housing, pubs, car showrooms and building sites were increasingly being brought into use. Meanwhile use is beginning to spread to the residential sector with organisations such as Fresh Horizons Ltd (a social enterprise concerned with providing sustainable employment in

⁵ SQW Meanwhile Use – Business Case and Learning Points 2010 (www.meanwhile.org.uk)

areas of deprivation – www.freshhorizons.org.uk) This innovative Deighton based social enterprise, has been pioneering a project aimed at bringing empty properties back into use, supported by Kinkles partnership with Connect Housing Association. More than half of the meanwhile projects studied by SQW were arts/culture related and the length of projects ranged from one week to several years. Most were being delivered by local community groups or social enterprises with some support by government. End users included local community and voluntary groups, community partnerships, development agencies and private businesses.

- 1.12. Funding sources identified as available for meanwhile uses include the Arts Council, European funding, lottery, Local government, central government departments, community foundations and The Prince's Trust. Most of these could also be made available in N Ireland.

Commission for Architecture and the Built Environment (CABE)

- 1.13. In terms of meanwhile use of open spaces, rather than buildings, CABE issued advice⁶ in 2010 on the transfer of local government open space in the short term. It advises on putting together a business case for transfer, governance, finance and communications. It explores the opportunities and constraints provided by different types of space, from turning neglected land into community gardens to exploiting the opportunities for community enterprise. Eight pioneering projects are reviewed.

⁶ CABE, Community Led spaces – A Guide for Local Authorities and Community Groups (2010)

2. Examples of Meanwhile Uses in UK & Ireland



Photo: Temple Bar, Dublin

Dublin's Temple Bar

- 2.1. The site which adjoins the R Liffey in Dublin city centre close to Trinity College was originally intended for a major transport interchange and the public authority, having acquired the properties, began letting out the buildings on short term leases pending redevelopment. The area began to thrive naturally with struggling artists and craftspersons living and working out of the soon-to-be-demolished buildings. When the time came to undertake the redevelopment scheme in the 1980s it was plainly obvious that the area had more value as a culture quarter which would support tourism in the city than as a transport hub. The Temple Bar Redevelopment Authority was set up, a master plan prepared and investment in major new arts projects carried out along with new hotels and restaurants. While the original struggling artists have moved on to other low rent areas of the city the area of Temple Bar is now a thriving tourist destination and a key attraction in the city centre. It is important to remember the 'meanwhile use' start to this cultural quarter.

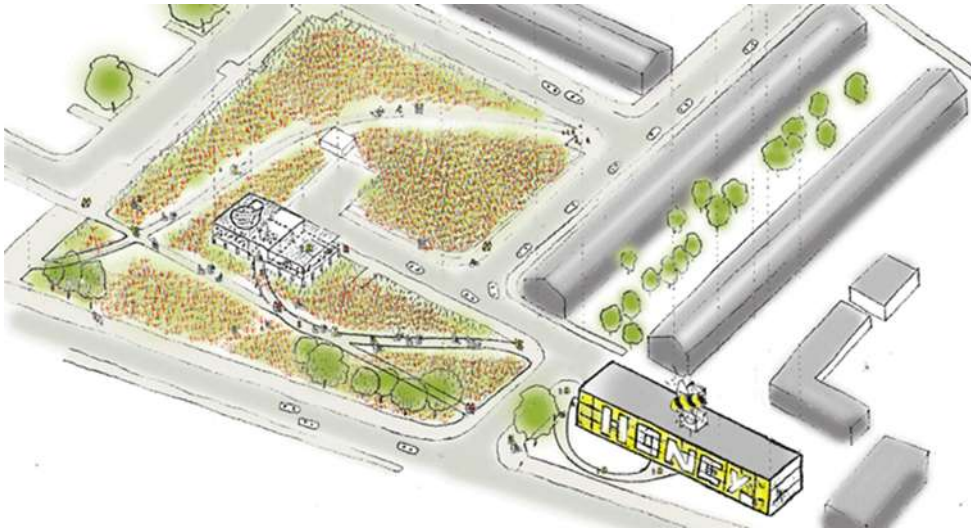


Photo: Pontoon Dock Pleasure Gardens, London

Newham, London

- 2.2. The 'Meanwhile London' project was launched in late 2010. It asked for proposals with rough business plans for 3 sites in the Royal Docks in East London's Borough of Newham. Four winners were picked: an upcycling plant by Industri(us) at the Royal Business Park; the London Pleasure Gardens at Pontoon Dock; Studio Egret West's Royal Docks baths, also at Pontoon Dock; and the Canning Town Caravanserai by Ash Sakula Architects. The land was given free of charge by Newham Council for between 1-5 years and finance was obtained through a mix of self funding, commercial loans and community grants and a lot of unpaid volunteer time. Unfortunately there was a dearth of visitors during the Olympic Games, when they were hoping that the new developments would be busy. Instead set-up costs were high and the meanwhile uses struggled with revenue funding requirements. The lessons learned in 2013 are that even meanwhile uses, especially ones of significant scale, need a sound business plan.



Photos: Trinity Buoy Wharf (before); Trinity Buoy Wharf (after)

Trinity Buoy Wharf, London

- 2.3. The 3.5 acres site (formerly manufacturing of navigation aides and signage) on the other side of the River Thames from the Millennium Dome was abandoned and finally taken over by the London Docklands Development corporation in 1988. Now it is a community of thriving businesses with more than 350 people living and working there. Within it a container city was created in 2000 by Urban Space, an organisation specialising in urban regeneration. People actually live in recycled shipping containers with balconies, stacked up on top of each other like a huge stack of lego bricks. The wharf is a creative hub of colourful curiosities with arts studios, offices, galleries, performance spaces and a recording studio. Random artworks and sculptures are dotted around the place. It was created 'lighter, quicker and cheaper' in the words of Eric Reynolds, Director of Urban Space and well known promoter of 'interwhile uses'⁷.



Photo: Oxford Street, London – meanwhile use of undeveloped site

Oxford Street, London

- 2.4. Prior to construction of the new Park House in Oxford Street the developers allowed the controlled use of the site as an animated park. From January to April 2010 the site was transformed into a prehistoric jungle, complete with 24 life-sized dinosaur robots including the stegosaurus, the iguanodon, the diplodocus and the tyrannosaurus rex.

⁷ 'Interwhile Uses', in Journal of Urban Regeneration and Renewal, Vol. 4, 4 371-380 (2011).

The Dinosaurs Unleashed exhibition was the UK's largest fully animatronic dinosaur display, which used robotics and electronics to make the models move in lifelike ways.

Newcastle-upon-Tyne

- 2.5. The 200 sq m 'pocket park' in Newcastle lies between imposing buildings on the quayside at the waterfront. It is a tiny grassy park with silver birch trees and lavender bushes in big planters. For years this site stood empty and boarded up awaiting commercial development. An 18 month free tenancy was granted to NE 1 by UK Land Estates. NE 1 is an independent company set up by Newcastle's business community and funded by a 1% levy on business rates.

Landshare Initiative

- 2.6. The Landshare Initiative, in which people cultivate food on shared land, has so far involved over 74,000 people across the UK. Through a website (www.landshare.net), Landshare matches owners of land which they are not using with people who wish to grow their own food but don't have the land to do it with. A template legal agreement between landowners and growers is provided stating a termination date and the obligations and responsibilities of both grower and landowner. Examples are old people's homes inviting local schoolchildren to use their land to grow things, large businesses making land available for staff allotments, the National Trust allocating allotment space for the public in their estates and a football club creating a growing space especially for supporter participation in that locality. The Landshare Initiative includes land owned in Cornwall by Ginsters, a food processor, and a site in Bradford owned by Westfield, the property developer. The N Ireland Assembly Commission controls the Stormont Estate and in 2012 launched an allotment project providing Northern Ireland Civil Service staff based within the Stormont Estate the opportunity to participate in a healthy, outdoor, recreational activity during their own time.

RIBA Forgotten Spaces, London

- 2.7. Each year since 2010 RIBA has run a Forgotten Spaces ideas competition. Entrants are required to find a community space in London, not too large, that could be explored and developed. A shortlisted group of ideas by young people are put on exhibition at Somerset House in London. The competition asks how could you bring the space under a flyover to life? How could a disused car park be made beautiful? What potential lies in neglected spaces? etc.

Glasgow – Stalled Spaces

- 2.8. A 'Stalled Space: Temporary Landscapes' programme, delivered by Glasgow City Council in partnership with Glasgow Housing Association (www.glasgow.gov.uk), encourages the use of vacant and derelict land as temporary green space. They provide community groups with small grants (up to the value of £2,500) to install temporary landscape enhancement schemes on vacant or stalled development sites. Glasgow City Council insists that the legal agreement with the owner must state: project timeframe (with the option of reducing or extending the temporary use of the

land as there may arise a situation where the landowner needs the site sooner than originally agreed); handover procedure and responsibilities relating to site use; and maintenance. Glasgow City Council experience demonstrates that such projects tend to develop momentum and commitment to the quality of local place amongst local residents and community groups, such that when the site is handed back to the owners, often it is replicated at another location. Glasgow City Council undertakes to explore with all parties in the project other possible sites within the locality to transfer projects and ensure their successful continuation.

Glasgow – Nursery

- 2.9. Redevelopment proposals for the site of the former St John Ogilvie Church in Easterhouse in Glasgow were stalled by the economic downturn. The Roman Catholic Archdiocese of Glasgow has signed a temporary lease with Beechwood Nursery until such times as the site can be sold on for redevelopment. The nursery uses the site for educational purposes, specifically fulfilling the forest school initiative of Curriculum for Excellence.



Photos: Temporary Gardens, Glasgow



Glasgow Temporary Garden

- 2.10. A privately owned vacant site near to tenement blocks at Westmoreland St in Govanhill in Glasgow was planned for social housing, but due to stalled development the site was having a blighting effect on the local community by being used for fly tipping and other antisocial behaviour. Negotiations with the landowner established that a temporary use was acceptable for a 3 – 5 year period.
- 2.11. Glasgow City Council's Land & Environmental Services assisted Glasgow Community Planning Limited (GCPL), Glasgow Housing Association and other partners to develop a solution for the site. GCPL established there was a significant demand among local residents for a secure community growing garden and an improved place for waste disposal. Glasgow Housing Association's contractor levelled the site with crushed construction waste and GCPL funded the design and build by Glasgow City Council. Govanhill Housing Association operates and maintains the site. The timescale for completion of the temporary garden was 6 months. The project capital cost was £41,000 (plus in-kind assistance from partners involved), equating to £46 per m² of land which was deemed viable for a 3 to 5 year use period.

Glasgow – Forgotten Island Project

- 2.12. The Forgotten Island project was initiated by a charity arts group called Giant on a 5,500m² wasteland site of a fire-destroyed warehouse at Yorkhill Quay between the River Clyde and the Expressway in Glasgow. Giant worked with children of the area to create a temporary outdoor experience for children and families from reclaimed and donated materials, as an ecologically-aware cross between adventure playground and art installation with an array of sensory areas (beach, sound forest, picnic lawn, turf labyrinth, rainbow field, museum of curiosities, wildflower meadow, growing area for vegetables and herbs). Hands-on activities for children were specifically set up to tie the fun of making and doing into underlying themes of recycling, sustainability and community.

3. What's Happening in N Ireland

Pop up Shops and Events

- 3.1. A variety of individuals and community groups have become involved in pop up shops and events throughout N Ireland and a number of councils are supporting the development of meanwhile uses in their town centres.
- 3.2. In the last few years there have been a number of pop up shops and pop up events in Belfast, Derry, Banbridge, Antrim, Armagh and Lurgan including:
 - Refound – this upcycling collective has hosted pop up shops in Belfast and Banbridge. Its events have included a 1 day exhibition and workshop in Magherafelt, a pop up cinema in collaboration with QFT and a pop up exhibition in Craft NI



Refound in Belfast – interior & exterior prior to refurbishment

- Proof – fashion and jewellery boutique on the Ormeau Road
- Bruce's Hill - Pop-up butchery in Fountain Street



Pop-up butchery, Fountain Street, Belfast

- NineteenThirty – an online menswear business brought to the Lisburn Road for 6 weeks

- The Dock – meanwhile use of empty unit at Arc 1 in Titanic Quarter for free restaurant (contributions welcome) associated with the Church



Photos: The Dock at Titanic Quarter – from outside and inside

- Use of very large old shipyard sheds at Titanic Quarter for use for dance events
- Nick's Wines – when active, Nick's Warehouse ran a popup wine shop once a month

- Use of the refurbished Meter House at the gasworks site in Belfast



Interior of Meter House, Gasworks

- Home – this temporary 50 seater restaurant opened in November 2011 and featured refund furniture. It subsequently reopened on a permanent basis in Wellington Place, Belfast



Photos: Home in Wellington Place (permanent address); Home Pop-up in Callender Street, Belfast

- Pop up shop in Rosemary Street prior to opening of MAC



Photo: Pop-up shop, Rosemary Street, Belfast

- Artists and makers of ceramics sold their wares from a pop up shop in Armagh in late 2011
- The Merchant Hotel ran a pop up restaurant in the H&W Drawing Offices in Belfast for four days in 2011



Photos: Merchant Hotel pop-up restaurant in H&W drawing offices; exterior of H&W building

- Community gardens made from unused land e.g. Waterworks, Belfast



Photo: Community Garden at Waterworks, Belfast

- Ebrington barracks (buildings 80 and 81) in Derry transformed for [Turner](#) Prize
- The old Northern Bank office (at 'four corners') is currently unoccupied, though is used for occasional theatre performances.
- In March 2014 the 'We make' pop up shop ran for a 10 day period in in the Queen Street Studios building in Bedford Street, selling products from participants on the Belfast City Council's Market Start Up Programme.
- Second Chance Cinema currently hosts film nights and pop-up cinema weekends at various locations in Belfast

EXAMPLES OF SUPPORTING ORGANISATIONS

PLACE

- 3.3. PLACE, the Built Environment Centre for Northern Ireland, delivered an initiative in a vacant shop unit in Castle Lane in Belfast city centre in partnership with Deramore Properties, supported by Arts & Business NI – using it temporarily for a variety of community uses although they had to leave the building sooner than expected due to problems obtaining charitable status and had a subsequent liability to pay full rates to the Land and Property Services Agency (see section below on rates). Following the meanwhile use a permanent rent paying tenant for the shop was found.
- 3.4. In August 2012 PLACE opened an empty space in the Obel building in Belfast and ran a summer school. (www.place.uk.net)



Photo: PLACE Summer School

- 3.5. At the PLACE Winterschool in 2012 there were a variety of events in N Belfast including these fire dancers outside the Crumlin Road Courthouse (listed building seeking new use).



Photo: Fire dancers at PLACE Winterschool

- 3.6. In Culture Night 2012 at the Cathedral Quarter, PLACE opened a vacant property at No 17 North Street and ran a variety of activities including an exhibition, live music and comedy and an opportunity for people to express their views of the redevelopment plans for the area.
- 3.7. PLACE has since moved and is now based in Lower Garfield Street, Belfast.



Photo: Culture Night, North Street, Belfast

- 3.8. The Open House is a performance space, music venue and workshop hub bringing back life into an empty space on Belfast's Donegall Street during the Cathedral Quarter Arts Festival. For 11 days the formerly vacant property provided space for free workshops, performance and exchange of ideas. Run by volunteers, it was made possible by the donation of the space, furniture, equipment and the artists' time.



Photo: Open Source, Donegall Street, Belfast

Platform Arts

- 3.9. Platform Arts in Belfast (www.platformartsbelfast.com) had premises in Queen Street where they rented out high spec workshop and exhibition space to artists. The Grade 1 listed former police station in Queen Street Belfast was used for a period from 2010 with artists, writers and curators making work inside the building. The building dates from 1878 and was sold in 2000 with the intention to turn it into an hotel in 2014. All artists' work was documented and archived with the collection then going on to exhibition.



Photo: Police Station in Queen Street Belfast

Craigavon Borough Council

- 3.10. With initial advice given from Meanwhile Use CIC and with support from the Chambers of Commerce, Craigavon Borough Council's Development Department has a Meanwhile Space Vacant Properties programme which permits businesses to use vacant shops in Portadown and Lurgan to grow their business ideas. The application form is available online at the CBC website (www.craigavon.gov.uk).
- 3.11. The Meanwhile Space Programme can provide town centre properties in Lurgan and Portadown on a rent free basis for up to four months. The project is aimed at people who are looking to test out a business or project idea at low cost. They only pay business rates, insurance and utilities while the landlord is still able to market the property to potential new tenants.
- 3.12. In 2012, vacant properties and areas of vacant land in both Lurgan and Portadown were tidied, repaired and improved by the Council with a fresh coat of paint in preparation for new investment. There was also a Shop Front Improvement Scheme with grants available for improvements. The project took initial advice from Meanwhile Space CIC and was carried out in collaboration with local Chambers of Commerce.
- 3.13. After meetings with landlords and lengthy discussions with lawyers over an acceptable lease for N Ireland premises, the first shop in Lurgan High Street was opened in April 2011 after a Dragons Den style event. The process was sponsored by the NI arm of the Development Trust Association which signed the lease from the landlord and then sub-let to the temporary tenant. From September 2011 this unit was sublet to a yoga studio with the tenant paying full rates.

- 3.14. Several units in Bridge Street and the High Street Mall have been used for short periods for uses such as PC repairs (one week), a charity selling goods from Kenya and a photographic exhibition for a charity. The Kenya Charity is now operating out of Millennium Court Portadown.



Photo: Kenya Charity at Millennium Court in Portadown town centre

- 3.15. Below is a picture of businessman Robert Coleman (left) at the opening of his new premises on Lurgan's Church Walk, with Derek Brown from Insight Business consulting, Cllr Paul Duffy and Madeleine Kelly (right) from Groundwork NI.



Photo: Lurgan's first pop up shop

4. Benefits of Meanwhile Uses

- 4.1. **Landlords** – if landlords are left with a vacant building they are still liable for vacant rates in N Ireland (since 2003 this is half of full rates so long as the building is capable of beneficial occupation). They are also liable for insurance costs, maintenance and security. During most meanwhile uses, utility bills, rates, security and insurance costs will be covered by the occupiers, thus providing direct savings to the landlord. A vacant building is at considerable risk from unauthorised access and vandalism. If a meanwhile use lease can be negotiated in a recessionary period then at least the building is occupied and the rate liability and other costs transfer to the occupier (see below). As the building is occupied it is more marketable especially if the meanwhile use is eye catching and gets a lot of media attention. As Meanwhile Use Leases (MULs) are short term the landlord still has the opportunity of renting at a commercial rate to a longer term tenant.
- 4.2. **Occupiers** – for occupiers there is the clear benefit of obtaining a low cost, low maintenance space without the commitment of a long term lease. For community or arts groups looking to get established or for start up businesses this can be ideal. The meanwhile use occupation allows charities or community / voluntary groups to gain public attention in locations they could not otherwise afford in the town centre – at a rent that is usually substantially below full commercial rent. Charities do not have to pay rates on their charitable activities either. A MUL can allow a group to pilot a service or test an idea and then assess the likely long term viability of that service / idea and seek funding before committing to a commercial lease.
- 4.3. **General Public** – the occupation of vacant premises can improve the viability of neighbouring businesses as footfall will most likely be increased, and this overall improvement in the viability and vitality of the street or area can attract new commercial occupiers. Research has shown that pop up shops and events, for example, attract visitors to a town who then spend by eating and shopping locally. The occupation of vacant properties and potentially their short term refurbishment with, for example, new ground floor window displays can lead to an improvement in the appearance of the area which will deter antisocial activity and prevent further blight. This in turn may deter further relocations of business from the area to other parts of the city and may attract inward investment.
- 4.4. If the occupier is a community group providing a service e.g. debt advice or business startup support then such a meanwhile use in a central area will improve the accessibility of their services to the general public whilst boosting the visibility of that voluntary group. If the space is land rather than a building, a meanwhile use of a potential building site can improve wildlife and green space in a city in locations which would otherwise be hard surfaced.
- 4.5. The opportunities that are developed can also help to strengthen working relationships and local partnership between the third sector, the public sector and the private sector. Meanwhile use also has the potential to empower people and communities to be part of the solution to the impact of the recession. Uses such as community gardens also bring people together and may help to reduce stress from loneliness.

5. Potential Disbenefits of Meanwhile Uses

- 5.1. **Landlords** – may have legitimate concerns over any use of their property particularly how to ensure that any maintenance / repair work can be recovered and how to ensure that they get the property back when they need it. They may be deterred from encouraging meanwhile uses in case they lose a potential long term commercial lease during the meanwhile use tenancy. For a vacant site awaiting planning permission or funds for redevelopment there might be a concern by the owners that they would not be able to get vacant possession when wanted or that the site may develop an 'open space' protection under planning policy unless kept hoarded up. They may also be deterred by potential legal complexities, any potential liabilities e.g. in terms of health and safety and any requirements to provide building improvements to meet current standards. Local authorities which take leases of vacant buildings and then sub lease to meanwhile uses usually have to take a short time loss of revenue. Most of these risks can all be managed effectively with support from organisations like Meanwhile Space CIC. Using a standardised meanwhile use lease (such as that pioneered by Meanwhile Space) can assist with the costs of establishing a new lease.
- 5.2. **Occupiers** – the use of a building usually involves not only the MUL rent but also rates, running costs, utility bills, insurance and tenant maintenance. There may be adaption costs. The process of entering into a MUL may seem complex unless there is an organisation that can help in N Ireland (see section 10 below). Rates would be liable for an occupier that is not a registered charity or for that proportion of their rateable value that is not exempt from rates even if the tenant is a charity (see section 9 below). The amount of paperwork involved in getting planning permission for a change of use or Building Control for a change of use may be offputting especially if the period of occupation is limited. Many of these issues could be dealt with through support from the local authority as with Craigavon BC but there still needs to be a change of approach in terms of the amount of paperwork and administration involved (see section 10 below).
- 5.3. **General Public** – the local authority and central government will lose some rate income from the property (empty rates) but there are much wider place benefits. Also some businesses in the area may resent the fact that registered charities are not paying rates yet appear to be selling products similar to their own and in direct competition (e.g. household goods bought in for resale by the charity). Another criticism is made by some commentators who argue that property vacancy in the high street requires more than meanwhile uses and that this is only 'painting over the cracks'. That is a fundamental point and the decline of city and town centres should be dealt with more strategically and with longer terms strategies to rely less on retailing as referred to above in paragraph 1.5.
- 5.4. Finally sometimes meanwhile uses or meanwhile events on open spaces can be untidy as they are organic in nature (often using recycled materials), but this has to be set against the vitality and community togetherness they engender. Meanwhile uses are not suitable for every part of the city but very suitable for some parts of the city.

6. Meanwhile Use Leases

- 6.1. DCLG prepared standardised meanwhile use leases (MULs) in 2012 as part of its Meanwhile Project (www.gov.uk/meanwhile-use-lease-and-guidance-notes-for-landlords). These leases minimise administrative and legal costs for landlords and tenants and enable tenants to take up temporary occupation as painlessly as possible. For the landlord they give the right to terminate the arrangement at short notice and ensure that the temporary occupiers do not get security of tenure under existing tenancy laws. If used effectively these types of leases and subsequent occupation of empty property could contribute to town centre viability and also give a town centre presence for groups of occupiers who would otherwise not be able to afford commercial rents in such key locations.
- 6.2. The types of meanwhile uses leases (MUL) that have been promoted by DCLG are:
- A meanwhile uses lease that will be used for direct lettings by a landlord to a temporary occupier
 - A meanwhile use intermediary lease that will be used for lettings by a landlord to an intermediary e.g. a local authority or a voluntary body with a subsequent sub lease to the occupier
 - A meanwhile use sub lease as in the above
- 6.3. Standard MU leases are designed to be user-friendly by avoiding technical legal terms. It is likely that the consent of the head landlord will be required before such MU leases are granted. The meanwhile use lease developed by Craigavon BC for its meanwhile use projects is attached at Appendix 1 and further advice can be obtained from CBC on 028 3831 3602. This lease is an amended version of the standard meanwhile use lease prepared for England by DCLG.
- 6.4. The meanwhile use intermediary lease is attractive to local authorities which want to provide a variety of short term leases e.g. sub letting a large building or site to a variety of temporary occupiers.
- 6.5. The SQW Consulting study on Meanwhile Uses (2010) itemised the key features of the standard meanwhile lease as:
- A zero or peppercorn rent for the occupier
 - A fixed term which provides the landlord with full vacant possession at the end of the lease with no tenancy rights being deemed to have been accrued by the tenant
 - Landlord and tenant lease breaks on short periods of notice
 - Responsibility for business rates by the tenant
 - Option for a damage deposit to be held by the landlord
 - Limitations on alterations to the property, only to allow for signage and installation of loose shop fitting (as agreed)
 - Limited repair obligations for the tenant with a photographic schedule of condition required and a provision that excepts 'fair wear and tear'

- Use and house restrictions and an option to provide that the use may not be for commercial gain or profit
- The possibility of inserting further agreed terms (e.g. service charge arrangements for the landlord to recoup insurance)

7. Meanwhile Uses and Planning Law

www.doeni.gov.uk

- 7.1. A planning application is required for a change of use from one use class of the Planning (Use Classes) Order (NI) 2015 to another use and for any change of a use not referred to in the Use Classes Order. This is likely to catch a wide range of potential meanwhile use tenants. Broadly Class A1 is shops and Class A2 is financial, professional and other services. Broadly Class B1 is business, Class B2 is light industrial, Class B3 is generic industrial and Class B4 is storage or distribution. Change of use applications attract a planning fee and usually take a minimum of 2 months to be decided upon. Some temporary uses of sites (14 days or 28 days) are allowed without the requirement of obtaining planning permission but not if a site is part of the curtilage of a building or for certain specified temporary uses such as caravans. The relevant legislation is the Planning (General Permitted Development) Order (NI) 2015.
- 7.2. The Ministerial Advisory Group recommends that a more relaxed approach to meanwhile uses needs to be instigated by DoE Planning in N Ireland, with removal of restrictions in relation to changes of use for say up to a year, renewable by application. A start in terms of relaxing the development control system was made when the Minister announced (September 2012) that many small shop and financial and professional services establishment and office owners would no longer need to apply for planning permission to undertake minor extensions or alterations to their properties under the Planning (General Development) (Amendment) Order 2012. These provisions are now incorporated into the Planning (General Permitted Development) Order (NI) 2015.
- 7.3. DOE's position is that the current planning system already facilitates many changes of uses, particularly where the change is from a high amenity impact use to one of lesser impact or between uses of similar types with similar impacts. However it is important that care is exercised to ensure that neighbours and the wider environment are protected when considering changes of use of buildings where, because of the scale or nature of such a change, there is potential to adversely impact residential and other neighbour amenity.
- 7.4. A proposal to further relax planning legislation would require careful consideration of neighbour amenity impact and wider environmental impacts. Due to existing legislative commitments the DOE position is that this would not be the right time to commence work on a new area of planning legislation.
- 7.5. The Reform of Public Administration now confers responsibility for most planning decisions to the 11 new Councils. They may wish to consider how they could work with meanwhile uses as potential meanwhile users would be deterred from occupation if they were required to apply for planning permission and pay a fee.
- 7.6. An area of some concern for landowners or developers whose development may be stalled for a decade is that they will lose their development rights if a temporary use such as playing fields or a park is allowed on the site as a meanwhile use. That is because of the possible interpretation of Northern Ireland's Planning Policy Statement 8 which seeks to protect from development existing open space. However, the DOE believes that the current definition of Open Space of Public Value remains robust. Instances where a potential misinterpretation of this definition may arise would be infrequent and are best addressed at a local level by councils in a practical and

pragmatic way. Where appropriate, councils will have the flexibility through the preparation of Local Development Plans to bring forward bespoke operational planning policies for meanwhile uses tailored to local circumstances. Councils will also be free to consider any additional local measures necessary to balance the benefits of promoting meanwhile uses whilst ensuring such temporary uses do not prejudice the orderly and consistent development of land in the long term public interest.

8. Meanwhile Uses and Building Control

- 8.1. The Regulations are complex and would be difficult for a potential meanwhile tenant to understand without contacting the Building Control department of the Council and asking for advice. The new Building Regulations came into play on 31st October 2012, replacing the 2000 Buildings Regulations and there is a series of technical booklets which accompany the legislation.
- 8.2. Basically the creation of new temporary buildings will require Building Control approval and all the Regulations which are currently applicable to that type of premises are then applied even though the use is just temporary. If a new temporary building exists for less than 28 days then it does not require a Building Control application.
- 8.3. A meanwhile use (MU) of an existing property will often be for the same purpose i.e. the empty unit will have been a shop and will be now fitted out as a shop for an MU. If there is no change of use (CoU) in terms of the Building Control Regulations and there is merely decoration and moving in of furniture then no Building Control application is required. If there is some fitting out but this (a) does not involve new structural works, (b) does not necessitate new drainage (ie the existing WC is used) and (c) any new arrangements in the unit do not impact upon fire safety issues – then the meanwhile use does not need a Building Control application because there is nothing new to look at. If, however, an alarm system is to be installed an application to Building Control is required.
- 8.4. Where there is a change of use e.g. from a former bank to a shop (all the possible changes of use are listed in the Building Regulations) then a Building Control application is required even if not much is happening by way of alterations. This is the case even if the change of use is for a charity or if the premises are listed. There may be some relaxation of the Building Regulations for a listed building to take account of the impossibility of complying with some of the Regulations without impacting on its listed status but an application is still required. The Building Control departments of Councils in N Ireland have a statutory duty to make people comply with the Building Regulations and prosecute where they do not.
- 8.5. A Building Control application involves:
 - An application form and payment of plan and inspection fees
 - An estimate of the cost of doing the construction works
 - Drawings / specifications / plans showing these works and how they will comply with the Building Regulations
 - Inspections and approval / completion certificates
- 8.6. Where there is no change of use under the Building Regulations and no works requiring an application for Building Control, it is still up to the occupiers to ensure that they are not contravening the Disability Discrimination Act which is now the direct responsibility of Councils. If a building is employing more than 5 people and provides a service to the public then it should properly have been subject to an access audit after the Act came into force in 2008 and access changes implemented to suit disabled access.

- 8.7. The Council's Building Control department will always advise of the need to have a Fire Risk Assessment for Fire Brigade inspection. This has to be a written document done by a competent person if 5 or more people are employed. There are also separate workplace regulations to be considered by the occupier. Where a site is to be used for a temporary use such as a concert then an Entertainment Licence from the local authority is also required.
- 8.8. The new Building Regulations are silent on meanwhile uses and thus do not encourage them. The Ministerial Advisory Group recommends that the Department of Finance and Personnel (DFP) exempts meanwhile uses of up to 6 months or possibly up to 1 year from the Building Regulations. This exemption could be worded in such a way that Building Control approval would be required after this temporary period of exemption. That period of relief would give the occupier time to decide if the location and premises are appropriate. This would work well with a rates exemption for a similar period, with some safeguard to prevent occupiers continually moving to new premises purely to take advantage of the scheme.
- 8.9. While DFP is prepared to consider proposals to amend the Building Regulations for the purposes of 'meanwhile use' it would be very difficult to establish a workable definition of 'meanwhile use' that would simply cover a 'non-commercial purpose' or 'occupied on a caretaker basis'. It may be possible, however, to amend Building Regulation requirements in relation to 'material change of use' for short term use. This needs careful consideration since building Regulations are required to protect occupants and the wider public. Any relaxation to facilitate meanwhile uses should not therefore significantly increase risk nor create loopholes for those wishing to circumvent the regulations for other reasons.
- 8.10. There are also associated issues that would need to be considered in relation to waiving certain requirements in respect of usage. For example Disability Discrimination Act (DDA) requirements are a matter for OFMDFM, and there are separate issues with other supporting legislation such as the Fire Services Order.
- 8.11. In relation to waiving the building control fee each council already has the powers within the Local Government Act to waive/absorb fee charges in certain circumstances. There are adequate regulations in place to permit building control offices within councils to waive fees from meanwhile uses if they so wish.
- 8.12. The Ministerial Advisory Group recommends that special effort is made to allow for the reasonable temporary use of listed buildings which often lie idle for many years and fall into disrepair. In Upperlands, for example, the entire Clarke's Mill site has many listed buildings but no temporary uses have been considered.



Photo: Upperlands, Clarke's Mill (Listed Building)

9. Meanwhile Uses and Rates

www.lpsni.gov.uk

- 9.1. Since April 2004 in N Ireland non-domestic vacant property has been rated on half rates (50% of what would be payable if occupied) and the owner is liable to pay this sum. This does not apply to vacant industrial premises. For domestic property it is only since October 2011 that rates have been applied to empty properties.
- 9.2. In terms of non domestic properties if the premises become occupied by a meanwhile use then the tenant becomes liable for full rates unless that occupier is a registered charity and the premises are being used for charitable purposes or the premises are a shop that has been vacant for more than a year.
- 9.3. If a meanwhile use tenant wants to get Charitable Exemption then it must show that it is either a charity or alternatively that it is not established for profit and that the use of the premises directly facilitates the charitable objectives e.g. a community hall, a charity shop selling only donated goods etc. Some community associations are registered charities but others may need to apply for this status. If the charity or community association use their premises solely for their 'aims and objectives' then they get 100% exemption from rates but if they start to do something more commercial then they would be liable for the apportioned element of the rateable value of the property (NAV). For charity shops this means that only the proportion of the business derived from the sale of donated goods will translate into rates exemption and therefore some rates are payable when new merchandise is sold.
- 9.4. In England, where a Development Trust acts as an intermediate landlord (taking the lease from the landlord and then sub letting to a meanwhile user) then a community association that is not properly constituted and does not have status as a charity can occupy the premises and get 100% rates relief. Unfortunately this is not the situation in N Ireland.
- 9.5. From April 2012 to March 2015 Empty Premises Relief applies to businesses that move into long term empty shops (empty for more than a year). The scheme allows for rates relief for up to a year.
- 9.6. A Shop Window Display scheme commenced in N Ireland in April 2012 and continued until 31 March 2015. It meant that empty premises rates would continue to apply (50% reduction) where there was some form of occupation of an empty shop in that shopfronts or shop windows were to have been used for non political community, artistic or other non commercial display purposes. The depth of the window display must not have exceeded 1.5m and the area of the shop window display must not have exceeded 5% of the floor area of the building fronted by the window display. DFP consulted early in 2015 on a new scheme aimed at permitting an occupancy disregard where commercial window displays advertise services within a certain vicinity of the unit hosting the display.
- 9.7. Although we have no evidence on this, the empty building rate strategy is estimated by some agents to have resulted in a high number of vacant properties being demolished or partly demolished in N Ireland since 2005 to make them incapable of beneficial occupation. This has led to some gaps in the primary and secondary areas of the town centres and a pressure for these to become temporary car parks, which is a profitable use. Temporary car parking is subject to a restrictive planning policy and DoE Planning and DRD Roads have been refusing to renew some of the temporary

car park approvals granted in town and city centres. These car parks can be useful in attracting shoppers and commuters but are often an eyesore. They are currently rated when in beneficial occupation, i.e. spaces rented out.

- 9.8. Separately there is also a Small Business Rate Relief Scheme which has been in operation in N Ireland since April 2010 and is not location-specific. The scheme is due to end in March 2016. It is funded by a rates levy on large retail premises both in and out of town. Currently relief is available on a sliding scale of small businesses whose Net Annual Valuation (NAV) is less than £10,000 – excluding multiples with more than 3 shops, car parks, hoardings etc.
- 9.9. The most recent valuation of property was carried out in 2003 with values set at 2001 levels so some premises have a net annual value that is not realistic and could be much too high if that location has deteriorated. This applies to parts of Belfast City Centre. A new valuation is due in 2015 with values set at a 2013 level.
- 9.10. Rates exemption for meanwhile uses for 6 months to a year is not a proposal that the Department of Finance and Personnel (DFP) can support. DFP has already taken steps to provide a 50% rates discount to new occupiers setting up in long term empty retail premises and this scheme has helped over 375 new ventures throughout Northern Ireland since the scheme began in April 2012. The NI Executive has led the way in the UK with this policy.
- 9.11. Meanwhile uses are eligible for this relief and therefore the introduction of parallel measures for this type of occupier would cause confusion and complication. Furthermore, this could be used as a convenient means of property owners avoiding empty property rates. It would be a fairly simple matter to fabricate a meantime occupation so that no rates are payable. Currently the only exemption from rates for properties other than listed properties is occupation by a charitable body. This at least provides some regulation around gaining exemption. However there is the risk that people may abuse this exemption by enticing reputable charities to occupy a small portion of premises or even by setting up bogus charities. If DFP were to extend full rates exemption to temporary uses it is possible that abuse could become widespread with serious consequences for public revenues.
- 9.12. There are also issues around granting full exemption to commercial undertakings in terms of unfair competitive advantage for new enterprise compared to established businesses. The current rating concession only operates at 50% a level which DFP believes is at the margins of acceptability for established shops and businesses operating in the same vicinity.
- 9.13. DFP would be concerned that giving exemption to meanwhile uses would cause displacement with some businesses moving about to avail of full rate relief. This is less of a problem for the current rates scheme because it only applies to premises that have lain empty for more than a year.
- 9.14. The DFP believes that a better way to encourage meanwhile uses may be to provide grants which would be a more accountable and better targeted way to encourage the temporary use of unoccupied commercial premises. This could be an opportunity for the new councils when they assume responsibility for regeneration in April 2016, following passage of the Regeneration Bill

- 9.15. Temporary uses of open spaces do not present a rating difficulty since rates are generally not chargeable unless the uses are dedicated to commercial activity such as car parking.
- 9.16. In relation to the impact of the empty rate building rate strategy the DFP is not aware of any instances where serviceable property has been demolished to avoid paying rates. Any properties that have been demolished would have reached the end of their economic or physical life Furthermore DFP have noted that in Northern Ireland DFP charges 50% rates on empty commercial property, as opposed to 100% in the rest of the UK.

10. The Way Forward on Meanwhile Uses

- 10.1. The Ministerial Advisory Group considers that Meanwhile Uses need to be encouraged and co-ordinated in N Ireland, preferably through a centralised unit or alternatively through units within each local authority. A 'one stop shop' (a contact point or website) in N Ireland with imaginative professional staff could promote meanwhile uses to landlords and tenants generally and help to manage the uncertainty of the situation in individual cases. This might be using Meanwhile Space as an initial advisor, as in the Craigavon Borough Council example. This service should help potential meanwhile landlords and meanwhile tenants to find each other and give advice on leases, planning, Building Control and other regulations, rates and other issues such as insurance, maintenance and potential rent free periods. This might be linked in some way to the 'Somewhere To' initiative that is currently managed by PLACE as an Olympic Legacy Project.
- 10.2. A strategic and consistent approach could help to save occupiers and landlords expense in finding out how best to establish a meanwhile use and could identify the most appropriate land and property for meanwhile uses. Such a central unit could also lobby for a clarification of planning policies on temporary uses, lobby for a change on rating policy and Building Control policy, lobby for planning permissions to include conditions insisting on meanwhile uses for any large development site, and pilot 'moonlight' meanwhile use of public buildings such as schools.
- 10.3. The Ministerial Advisory Group recommends provision, through the Executive, of the sort of central funding for meanwhile uses that the DCLG has provided in England through specified local initiatives. This will require political lobbying as there are other competing priorities at the moment for the Executive. Vibrancy of local neighbourhoods is important across all government departments and this would be a good investment as vacant buildings can exacerbate the downward spirals of places, frustrating linked government initiatives for social, economic and environmental improvement e.g. in Belfast's Neighbourhood Renewal Areas.
- 10.4. More publicity should be given to the concept (through professional bodies in the property sector such as the Royal Institution of Chartered Surveyors and funding institutions such as the banks and building societies) to encourage developers to consider potential meanwhile uses alongside the process of acquiring a development site and then getting planning permission and funding – rather than thinking it through sequentially. As the whole process can take a long time, even if the economy returned to prosperity, a meanwhile use is well worth considering for financial and marketing reasons.
- 10.5. We need to promote the concept to community organisations and give community organisations the business training they need to take on a lease and make the most of the opportunity of a high street presence. This training could be done centrally through the unit that we have recommended in paragraph 10.1 or through the Chambers of Commerce, through partnering with Northern Ireland Council for Voluntary Action (NICVA) or through business promotion agencies
- 10.6. We may also need to relax the paperwork for meanwhile uses and reduce regulation e.g.

- By developing a Northern Ireland meanwhile insurance product that will make it simpler to get insurance for meanwhile occupation
- By developing standard meanwhile uses building surveys which will quickly assess buildings for potential meanwhile use and any compliance issues. This could be done through the Chartered Institute of Building and / or the Royal Institution of Chartered Surveyors
- By relaxing planning application requirements for a change of use where there is a meanwhile use involved. This could be done through DoE Planning, and Councils as planning authorities, by ancillary orders or directions
- By providing Department of Finance and Personnel ministerial instruction to Building Control departments of Councils that no Building Regulations application is required for a meanwhile use where there is a change of use (or that some details are required but no fee – similar to the way cavity wall insulation is dealt with). The government should also insist that those carrying out the meanwhile use would need to, as a minimum, take independent advice on:
 - Fire safety
 - Access
 - Structure
 - Waste management / disposal

Alternatively, government could arrange for Councils to give normal Building Control advice without charging fees to temporary uses. After say one year of meanwhile use, any further use would require a Building Control application.

- 10.7. The Ministerial Advisory Group recommends that DoE revises PPS8 Planning and Open Space (or make a ministerial announcement to the same effect) so that there is no risk of temporary open space use of a site being applied in order to refuse planning permission for development of the site further down the line.

This guidance was developed by Diana Fitzsimons MA MSc FRICS MRTPI

Member of the MAG (2011- March 2014)

Updated by the MAG Secretariat and Chair after further consultation with DOE and DFP, July 2015

Addendum Notes December 2014

1. Having concerns about the detrimental impact of vacant buildings and spaces the Ministerial Advisory Group (MAG) developed this guidance paper on 'Meanwhile Uses' for dissemination to government departments and councils and other interested bodies. The aim is to encourage those responsible for such places to think about how they may be brought back into use for maximum socio-economic and environmental benefit.
2. Leading up to agreement to publish DCAL checked the viability of MAG's draft proposals with relevant Departments. While agreeing to the concept of 'Meanwhile Use' DOE and DFP raised issues concerning planning, rating policy and building regulations. These were considered by the MAG secretariat in conjunction with DOE and DFP officials and are referred to in the current version updated by the MAG secretariat.
3. The Department of Culture, Arts and Leisure (DCAL) established the MAG in 2007 to advise the Department on the implementation of the Architecture and Built Environment policy published by DCAL in 2006. While the MAG sits within DCAL its views and recommendations are not necessarily those of the Department.

APPENDIX I

Standard Meanwhile Use Lease

RAISING EXPECTATIONS

Guidance Notes: Meanwhile Use Lease

1 Background

This lease has been prepared as part of the Communities and Local Government's Meanwhile Project (www.meanwhile.org.uk) to encourage the temporary occupation of empty town centre retail premises by non-commercial occupiers, who will be able to contribute to town centre vitality but who would otherwise be unable to afford normal commercial rents.

Communities and Local Government envisage that temporary occupiers might include voluntary or charitable groups, information centres, artists, musicians etc.

The purpose of this lease is to provide an industry standard legal instrument to minimise administrative and legal costs for both landlords and tenants and to enable temporary occupation to take place as soon as possible, without the need for lengthy legal procedures. The parties are recommended to seek legal and professional advice in each case before signing.

There are various alternative provisions and great care should be taken in the completion of the form. If required, additional provisions may be added in Part 2. The impact of those provisions on the General Terms in Part 1 should always be considered carefully.

Whilst this model document has been provided as an aid to promote temporary occupation, careful consideration should always be given as to whether the documentation is suitable for particular circumstances. Communities and Local Government can accept no responsibility for any loss or damage arising from its use.

2 Use of this lease

1.1.1.1 This lease has been drafted primarily for shop type premises but could be adapted for other types of premises.

1.1.1.2 This lease has been specifically drafted for non-commercial tenants and should not be used for commercial lettings. Accordingly, the Code for Leasing Business Premises in England and Wales 2007 and the RICS Service Charge Code for Business Premises in England and Wales 2007 do not apply to this lease. Nevertheless, the general principle of "no profit, no loss" in the RICS Code should apply to service charges under this lease.

1.1.1.3 This lease is intended to be used for short term lettings and landlords should exercise caution in using this lease for any longer term arrangement.

1.1.1.4 It is not intended that the tenant should underlet the Property but provisions for the tenant to share with a named entity/person have been included. Landlords will need to consider whether they wish to permit this.

3 Service charge and insurance provisions

- (a) Given the intended short term nature of potential lettings, this lease provides for a flat rate service charge and insurance payment. Landlords should act fairly and reasonably in estimating the cost of services and insurance attributable to the Property, having regard to the short term nature of the letting. In some cases it may not be appropriate to require any payment.
- (b) The Landlord's insurance is likely to be in respect of building insurance only. Temporary occupiers (tenants) entering into this lease will need to obtain their own contents and (if necessary) public liability insurance and any other insurance which may be appropriate for their intended use of the Property.

4 Damage Deposit

Clause 3.6 of this lease allows for a damage deposit to be paid by the tenant to the landlord as protection to the landlord for any damage caused to the Property by the tenant. In deciding whether to request a damage deposit, Landlords should have regard to all the circumstances of the letting, including the current condition of the property.

5 Security of tenure under the Landlord and Tenant Act 1954

- (a) This lease includes contracting out provisions in respect of the security of tenure provisions under the Landlord and Tenant Act 1954 (the "Act"). Whilst a lease not exceeding 6 months would not usually attract security of tenure for the tenant under the Act, there may be circumstances where this could arise. It is therefore recommended that the security of tenure provisions of the Act be excluded for all leases.
- (b) For the benefit of Temporary Occupiers (tenants) reading these guidance notes this means that you will have no legal right to remain in the property at the end of the term and no legal right to apply to the landlord for a new lease. The tenant might request a new lease from the landlord but the landlord is not obliged to agree to this and it will be a matter for negotiation between the parties.

6 Superior landlord and other consents

Any landlord granting this lease out of a lease under which it holds the Property (Superior Lease) should consult the terms of their own lease before entering into this lease. Under a Superior Lease, subletting may, for example, require the consent of any superior landlord or require special provisions. This lease deliberately does not contain any obligation by the tenant to comply with any Superior Lease. The intention is that where a Superior Lease requires any underlease to contain specific provisions not included in this lease then the landlord will obtain the Superior Landlord's consent to the grant of this lease.

Landlords should disclose the identity of any superior landlord to the tenant, giving details of the superior landlord's name, company number (if applicable) and business address. Space is provided for this in the particulars.

If the Property is mortgaged, Landlords should obtain the consent of the bank/lender to the grant of this lease (if such consent is required).

7. Planning and Use

It is always prudent for both landlords and tenants to check whether planning permission for the proposed permitted use under the lease is required and whether occupying the Property for this use would affect the planning designation of the Property in the future, especially where there is a change of use of the Property. Other consents may also be required e.g. listed building consent, building regulation approval etc.

8. Landlord's Costs

Clause 3.17 of the lease places an obligation on the tenant to pay the landlord's costs. For the benefit of temporary occupiers (tenants) reading these guidance notes this means paying the landlord's costs for:

- (a) notices and/or court proceedings relating to the tenant breaking the terms of this lease (e.g. not making payments, causing damage or nuisance); and
- (b) producing lists of any repairs needed to the property at the end of the lease (to the extent that the tenant's obligations in the lease require these: the lease includes reference to a Photographic Schedule of Condition and therefore the tenant's repair obligations would be limited to the condition set out in the schedule).

9. Marketing to Commercial Tenants

Under clause 8.6 (e) of the Lease the Landlord is allowed to display a letting board on the Property. Temporary occupiers occupying property under this lease should be aware that the landlord may continue to market the property to commercial tenants. If the landlord finds a commercial tenant they can only end the lease on the end date stated under "Term" on page 1 of the lease or by serving a break notice on the tenant in accordance with clause 7 of the lease.

Meanwhile Use Lease

Dated

LEASE

of

PARTICULARS

Date of Lease:

Landlord:

of:

Tenant:

of:

Property:

shown edged red on the attached plan [being part of the Building known as _____]

Term:

The Term starts on (and includes) _____ and ends on (and includes) _____

Tenant's Termination Notice

[e.g. 10 Working Days] notice in writing. (Clause 7).

Landlord's Termination Notice

[e.g. 20 Working Days] notice in writing. (Clause 7).

Rent:

The rent of one peppercorn.

Service Charge and Insurance Payment:

[The sum of _____(as more particularly defined in Clause 1.1 of Part One of this Lease.) [Not applicable]

Payment Period

The period in respect of which each payment of Service Charge and Insurance Payment is to be made, being [per week (commencing on a Monday)] [per calendar month (commencing on the first of each month)].

**Damage
Deposit**

[The sum of [_____] /] [Not applicable] (Clause 3.6.)

**Permitted
Use:**

Use as _____.

**Permitted
Hours:**

Means the hours of [_____] am] to [_____] pm] (inclusive) on [_____] to [_____] (inclusive).

**Permitted
Alterations:**

The right for the Tenant to:

[place on the exterior of the Property a sign stating the Tenant's name and business, subject to the Landlord's approval of the sign's design, size and position.]

[erect internal counters, shelving, partitioning, display cases and other shopfittings and ancillary equipment (but not anything fixed to the structure of the Property) in the Property subject to such items being removed by the Tenant at the end of the Term.]

**Photographic
Schedule of
Condition**

The photos evidencing the condition of the Property annexed to this Lease.

**Current
Superior
Landlord**

[_____] / of _____

[Not applicable]

The Landlord lets the Property to the Tenant for the Term at the Rent on the General Terms set out in Part One of this Lease as varied or supplemented by any Additional Terms set out in Part Two of this Lease.

Part One: General Terms

Definitions and interpretation

1.2 Definitions

In this Lease the following definitions apply:

Common Parts means any amenities from time to time provided by the Landlord for common use and intended to be available to the Tenant.

Fair Proportion means a fair and reasonable proportion appropriate to the Property or its use, to be determined from time to time by the Landlord's surveyor acting in good faith as an expert.

Insolvency Event means any step taken by anyone towards insolvency, which includes any step towards liquidation, winding up, bankruptcy, administration, receivership, administrative receivership, a voluntary arrangement or an arrangement or compromise with creditors.

Insured Risks means the risks against which the Landlord from time to time insures.

Interest means interest both before and after any judgment and calculated daily from the due date to the date of payment at the rate of 4 per cent a year above the base rate from time to time of such UK clearing bank as the Landlord may choose.

Property means each and every part of the Property and all additions made in or to it at any time during the Term and all Landlord's fixtures and fittings, but does not include any part of the main structure, foundations, roof or exterior of the Property (except for any shopfront or fascia of the Property) or any Service Media which serve any adjacent property.

Service Charge and Insurance Payment means the sum (if any) set out opposite this definition on page one of this Lease being a contribution towards the Landlord's estimated costs in respect of:

1.2.1.1 *where relevant insuring the Property against the Insured Risks, third party and public liability and loss of service charge.*

1.2.1.2 *repairing, maintaining, decorating and cleaning all Common Parts, Service Media and structures (including roofs and foundations) used or enjoyed by the Property in common with other property; and any service charges payable by the Landlord for anything benefiting the Property in common with other property (and which the Landlord has estimated on a fair and reasonable basis in relation to this Property).*

Service Media means pipes drains sewers cables ducts wires and other media for carrying water soil gas electricity telephone electrical impulses air smoke and fumes and other similar things

Superior Landlord means any person(s) entitled to any estate or interest superior to the interest of the Landlord in the Property and includes the person (if any) stated as the current Superior Landlord in the Particulars.

Working Day means any day except Saturday, Sunday and public holidays in England.

1.3 Interpretation

1.3.1 **Where a party to this Lease includes two or more people, the covenants made by that party are made by those people jointly and severally.**

1.3.2 **An obligation by the Tenant not to do an act includes an obligation not to allow that act to be done by another person.**

1.3.3 **References to the Tenant's default and words to similar effect include the default of anyone at the Property with the Tenant's authority or under the Tenant's control.**

1.3.4 **Reference to the rights of the Landlord include the same rights for anyone authorised by it.**

- 1.3.5 A reference to any statute includes all amendments or re-enactments of the statute and derivative regulations from time to time in force.
- 1.3.6 Anything requiring the approval of the Landlord is conditional also on the approval of any Superior Landlord and/or mortgagee.
- 1.3.7 All rights reserved for the benefit of the Landlord under this Lease extend to any Superior Landlord.
- 1.3.8 References to approval mean a prior approval in writing.
- 1.3.9 General words are not limited because they are preceded or followed by particular words in the same category or covering the same topic.
- 1.3.10 Headings to clauses and paragraphs are for convenience only and do not affect the meaning of this Lease.
- 1.3.11 The consideration for any supply made by the Landlord under this Lease is exclusive of VAT.
- 1.3.12 References to the Particulars are reference to the Particulars set out at the beginning of this document and the defined terms set out in the Particulars shall have the meanings set out opposite them.
- 1.3.13 Unless otherwise specified a reference to a numbered clause, schedule or paragraph is a reference to the relevant clause, schedule or paragraph in the same part of this Lease as the reference.

Rents

The Tenant will pay to the Landlord during the Term:

- (a) the Rent (if so demanded); and
- (b) on demand as added rent (and recoverable as rent):
 - 1.3.13.1.1 the Service Charge and Insurance Payment; and
 - 1.3.13.1.2 all other sums payable by the Tenant under this Lease.

Tenant's Obligation

The Tenant covenants with the Landlord:

- 1.4 Rents and other amounts**
- 1.4.1 To pay the Service Charge and Insurance Payment in advance on the first day of each Payment Period and proportionately for any period of less than a Payment Period.
- 1.4.2 To make the first payment of the Service Charge and Insurance Payment on the date of this Lease (being a proportionate sum for the period from and including the first day of the Term to the day before the first day of the next Payment Period following the date of this Lease).
- 1.4.3 To pay the other amounts reserved as rent as mentioned in Clause 2.
- 1.4.4 Not to claim or exercise any right to legal or equitable set off or withhold payment of any amounts due to the Landlord.
- 3.1.5 [If required by the Landlord, to pay the Service Charge and Insurance Payment in cleared funds.]
- 1.5 Interest**
- 1.5.1 To pay Interest on any sum payable to the Landlord under this Lease which the Tenant fails to pay within fourteen Working Days of the due date.
- 1.5.2 For the purposes of Clause 1.5.1, a sum shall be treated as unpaid for any period during which there subsists a breach by the Tenant of the terms of this Lease and the Landlord refuses to accept payment.

1.6 VAT

1.6.1 To pay to the Landlord any VAT chargeable on the consideration for any supply made by the Landlord under this Lease.

1.6.2 Where the Tenant is to refund any payment made by the Landlord, to pay to the Landlord an amount equal to the VAT payable by the Landlord, except to the extent the Landlord can recover that VAT as input tax.

1.7 Outgoings

1.7.1 To pay all rates, taxes and other outgoings for the Property, except any tax assessed on the Landlord for its ownership of, rental income from or dealing with its interest in the Property.

1.7.2 To pay all charges for electricity, water, telephone and other services for the Property.

1.7.3 Where the Property forms part of a larger property and rates or other outgoings are payable for that property as a whole to pay a Fair Proportion of those rates or outgoings.

1.8 Repair and Decoration

1.8.1 To keep the Property clean and tidy and free from pests and in no worse state and condition and decoration (fair wear and tear excepted) as of the date of this Lease as evidenced in the Photographic Schedule of Condition.

1.8.2 Damage by the Insured Risks is excepted from Clause 1.8.1, save to the extent the insurance money is irrecoverable because of the Tenant's default.

1.9 [Damage Deposit

1.9.1 The Tenant shall pay the Damage Deposit to the Landlord on the date of this Lease.

1.9.2 The Landlord or the Landlord's agent shall be entitled to hold the Damage Deposit as security against any loss to the Landlord because of the Tenant's default of its obligations under this Lease.

1.9.3 After deduction from the Damage Deposit of any sums required to compensate the Landlord for any such default by the Tenant of its obligations under this Lease (which deduction the Tenant irrevocably and by way of security authorises the Landlord or the Landlord's agent to make), any balance remaining shall be payable without interest to the Tenant within 14 Working Days of the end of the Term.]

1.10 Alterations forbidden

Save for any Permitted Alternations:

1.10.1 Not to alter or add to the Property.

1.10.2 Not to place anything, for example, any signs, telecommunications equipment, lighting, canopy or awning outside, or on the exterior of, the Property.

1.10.3 On demand to remove any unauthorised alterations or additions.

1.11 Default notices

To make good any failure to repair, clean or decorate the Property of which the Landlord has given written notice to the Tenant, and to start the necessary work as soon as required by the Landlord.

1.12 Use

1.12.1 Not to use the Property other than for the Permitted Use.

1.12.2 Not to use the Property outside the Permitted Hours.

1.12.3 [Not to use the Property for commercial gain and/or to operate a profit making business on or from the Property [provided that the Tenant is permitted to sell items specific or ancillary to the Permitted Use].]

1.13 Nuisance

1.13.1 Not to do anything in or outside the Property which might cause a nuisance, damage or annoyance to the Landlord or others.

1.13.2 Not to do anything which might overload the floors of the Property or any Service Media serving the Property.

1.14 Transfer and Subletting forbidden

Not to assign, sublet, hold on trust, charge or part with or share the possession or occupation of the whole or any part of the Property [⁸save that the Tenant may share [part of] the Property with [specify name of entity] provided that:

(a) no tenancy is created; and

(b) [not less than 5 Working Days before such sharing begins the Landlord receives written notice from the Tenant of the identity and address of the person or entity sharing occupation]

1.15 Compliance with statutory requirements

1.15.1 To comply with the requirements of any statute affecting the Property or its Permitted Use.

1.15.2 As soon as the Tenant receives any notice affecting the Property from an authority, to supply the Landlord with a copy.

1.15.3 Immediately to give written notice to the Landlord on the Tenant becoming aware of any defect in the Property.

1.16 Tenant's insurance duties

1.16.1 To comply with all requirements of the insurers and the fire authority about the Property and its Permitted Use.

1.16.2 Not to do anything which could adversely affect any insurance policy relating to the Property.

1.17 Planning

Not to apply for planning permission for the Property.

1.18 End of the Lease

At the end of the Term to deliver all keys of the Property and give up the Property with vacant possession to the Landlord and to remove from the Property the Permitted Alterations (if any) and anything else installed or belonging to the Tenant including any fittings and signs and to make good all damage caused to the Property by their removal provided that the Tenant shall not be obliged to return the Property in any better state of repair and condition than as evidenced in the Photographic Schedule of Condition.

1.19 Encroachments and rights

So far as possible, to preserve all rights enjoyed by the Landlord and to help the Landlord prevent anyone gaining any right over the Property.

1.20 Landlord's costs

To pay on demand, on an indemnity basis, the Landlord's costs for:

1.20.1.1 preparing and serving notices or proceedings under sections 146 or 147 of the Law of Property Act 1925; and

1.20.1.2 preparing and serving schedules of dilapidations.

1.21 Indemnity

To indemnify the Landlord against all loss arising out of any failure by the Tenant to comply with the terms of this Lease.

1.22 Regulations

To comply with all reasonable regulations for the proper management of the Property as are made by the Landlord and communicated to the Tenant in writing.

1.23 Superior landlord

The Tenant covenants with the Superior Landlord during the Term to observe and perform all of the Tenant's obligations under this Lease.

⁸ Delete if not applicable

Landlord's Obligation

1.24 Quiet Enjoyment

The Landlord will allow the Tenant peaceably to enjoy the Property without any interruption by the Landlord or any person claiming under the Landlord.

Damage

If, because of damage by any of the Insured Risks, the whole or a substantial part of the Property becomes unfit for use or inaccessible then:

1.24.1.1 (unless any insurance money has been refused because of the Tenant's default) the whole or a Fair Proportion (depending on the extent of the damage) of the Service Charge and Insurance Payment payable under this Lease shall be suspended until access and fitness for use are restored;

1.24.1.2 the Landlord or the Tenant may end this Lease by giving notice in writing to the other without prejudice to any existing liability, in which case any insurance money will belong to the Landlord.

Forfeiture

1.25 The Landlord may, by re-entering any part of the Property, forfeit this Lease and the Term shall end if:

1.25.1.1 any rents are unpaid 14 Working Days after becoming payable (whether formally demanded or not);

1.25.1.2 the Tenant has not complied with any of the terms of this Lease;

1.25.1.3 the Tenant suffers any enforcement by seizure of assets; or

1.25.1.4 there occurs to the Tenant (or where the Tenant comprises two or more people there occurs to any of such people) an Insolvency Event

1.26 The forfeiture of this Lease is without prejudice to any other rights or remedies of the Landlord.

Break Clause

1.27 This Lease may be terminated [at any time] [at any time after the expiry of the third month of the Term] (without prejudice to any existing liability):

1.27.1.1 by the Tenant giving to the Landlord the Tenant's Termination Notice; or

1.27.1.2 by the Landlord giving to the Tenant the Landlord's Termination Notice.

1.28 On the date of any termination of this Lease under Clause 7.1, the Landlord must repay to the Tenant any Service Charge and Insurance Payment paid in advance in respect of a period falling after the date of termination.

Miscellaneous

1.29 No implied rights

Nothing in this Lease impliedly grants to the Tenant any rights other than those expressly granted by this Lease.

1.30 Exclusion of warranty about use

Nothing in this Lease implies a warranty that the Property may be used for any purpose.

1.31 Representations

The Tenant accepts that this Lease has not been entered into in reliance on any representation made by, or for, the Landlord.

1.32 Covenants about other property

Nothing in this Lease gives the Tenant the benefit of any agreement entered into by any person about any property not comprised in this Lease.

1.33 Rights Granted to the Tenant

The Tenant is granted the following rights over the Property:

1.33.1.1 the right to use the Common Parts for all proper purposes to the extent necessary in connection with the proper use and enjoyment of the Property;

1.33.1.2 the right to use any Service Media which are in other property belonging to the Landlord and serve the Property in common with other property; and

1.33.1.3 the right of support and shelter from any adjacent structures belonging to the Landlord

1.34 Rights Reserved for the Landlord

The Landlord is to have the following rights over the Property:

- (a) the right to use, and make connections to, the Service Media forming part of the Property which serve, or are capable of serving, other property.
- (b) the right, at reasonable times and on reasonable notice (but in case of emergency at any time without notice) to enter the Property for all proper purposes in connection with its ownership and management of the Property; the Landlord causing as little inconvenience as possible and making good without unreasonable delay any damage to the Property caused by such entry.
- (c) the right to carry out works to other property, including oversailing the Property with cranes and erecting scaffolding attached to the Property even though this interferes with the amenities of the Property.
- (d) all light, support and any other rights enjoyed by any other property.
- (e) the right at any time to display a sale board and/or a letting board on the Property.

1.35 Exclusion of statutory terms

1.35.1 The Tenant confirms that:

1.35.1.1 before the date of this Lease:

1.35.1.1.1 the Landlord served on the Tenant a notice (the **Notice**) dated [**] about the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the **Order**);

1.35.1.1.2 the Tenant, or a person authorised by the Tenant, in relation to the Notice made a statutory declaration (the **Declaration**) dated [**] in a form complying with the requirements of Schedule 2 to the Order;

1.35.1.2 where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

1.35.2 The Landlord and the Tenant confirm there is no agreement to which this Lease gives effect.

1.35.3 The Landlord and Tenant agree to exclude the terms of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.

1.36 Notices

Section 196 of the Law of Property Act 1925, extended as follows, applies to all notices and documents relating to this Lease:

1.36.1.1 where the expression "Tenant" includes more than one person, service on any one of them shall be treated as service on them all.

1.36.1.2 any notice or document sent by mail shall be treated as having been received on the second working day after the day of posting.

1.37 Third Parties

The parties to this Lease do not intend any term of this Lease to be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

1.38 Tenant's Belongings

The Landlord is entitled to sell, as agent for the Tenant, any belongings of the Tenant left in the Property for more than [five] Working Days after this Lease has come to an end. If the Tenant does not claim the net sale proceeds within six months after the Lease has come to an end then the Landlord may retain them.

Part Two: Additional Terms

Executed by the parties as a deed.

This Lease creates legal rights and legal obligations. Do not sign it unless you have consulted a solicitor.

⁹**Signed** as a deed by)
the Landlord and delivered in the)
presence of:)

Signature of witness:

Name of witness:

Address:

.....

.....

¹⁰**Executed** as a deed by)

**)

[Limited] [PLC] acting by its secretary)

and a director or by two directors)

¹¹**Signed** as a deed by)

the Tenant and delivered in the)

presence of:)

Signature of witness:

⁹ For use where Landlord is an individual

¹⁰ For use where Landlord is a company

¹¹ For use where Tenant is an individual

Name of witness:

Address:

.....

.....

¹²**Executed** as a deed by)

******)

[Limited] [PLC] acting by its secretary)

and a director or by two directors)

¹² For use where Tenant is a company