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Please complete this form in black ink.

PART 1 - The property and you

1.1 What is the property used for?

1.2 Write the name and address of the person or company who occupies the property.

If the property is empty, put 'vacant' in this box.

1.3 When did the person or company first occupy the property?

Day	Month	Year
-----	-------	------

1.4 Do you own the property? (not simply the business)

- No Go to question 1.5
Yes Go to Part 14 on page 8

1.5 Do you pay rent for the property?

- No Go straight to Part 14 on page 8
Yes Go straight to Part 2 and fill in the rest of this form

PART 2 - The property and you

2.1 Please give the name and address of the person or company to whom you pay rent.

Full name
Address
Post Code

2.2 Are you connected with the landlord?

- No
Yes How are you connected with the landlord?

PART 1 - Notes

Question 1.1

For example, mine, quarry, landfill site, brickworks, or any combination.

If the property is empty, describe its next most likely use.

Question 1.2

If the property is occupied:

- Enter the full name of the individual or company that occupies the property.

If there is more than one occupier, please enter the names of all of them.

- If the property is occupied by a company, enter the address of the company's registered office, and the Company Secretary's name if you know it.

Question 1.3

Enter the date the person or company took on the property, even if you did not start trading or paying rent from that date.

Question 1.4

For the purposes of this form, you own the property if you

- own it freehold and you do not pay rent, or
- have a leasehold or written agreement that lasts for more than 60 years at a low rent.

Question 1.5

Rent includes Mineral Royalties and Wayleaves.

PART 2 - Notes

Question 2.1

Please give the landlord's details, even if you pay your rent to an agent.

If you do not know the landlord's details, please give the agent's details (indicating that they relate to the agent). Please also provide these details if you expect to pay rent in the future, for example if you currently have a rent free period.

If you pay rent or royalties to more than one landlord then please provide details on a separate sheet.

Question 2.2

Please state any connection. For example

- a family connection
- company connection – for example, is the occupying company a holding company or subsidiary of the landlord company?
- a business connection – for example, are you and the landlord business partners?

PART 3 - Your rent

3.1 What is the current surface rent now payable under the terms of the lease or agreement?

Enter the annual amount even if you pay monthly

£/annum

3.2 What is the current certain or minimum rent now payable

£/annum

3.3 What are the current royalties payable? Please give type and grade of material, amount in £ per tonne and unit of measure, i.e. tonnes, cubic metres, therms, barrels, etc. (Please enter in table below)

Type of mineral, waste or refuse	Grade	Amount in £ or pence	Unit i.e. per tonne, per m ³ , per therm

3.4 Are the royalties paid in respect of severed minerals? No Yes

3.5 Do the royalty payments and the certain rent or minimum rents merge? No Yes

3.6 When did the current surface, certain rent and royalties become payable?

Day	Month	Year
-----	-------	------

3.7 When were these payments set?

Day	Month	Year
-----	-------	------

3.8 Are you or your agent currently negotiating a new rent, e.g. for the purpose of a rent review or a new lease? No Yes

PART 4 - What is included in the rent

4.1 Do you own other lands that form part of the property? No Yes

If 'Yes', please give details

4.2 Does the above rent include any other property not shown on Page 1? No Yes

If 'Yes', please give details

4.3 Does the rent paid include any payments for any buildings, sidings, and plant or site improvements? No Yes

If 'Yes', please give details

4.4 Are there any other payments shown in the lease? No Yes

If 'Yes', please give details

PART 3 - Notes

Question 3.3

For example:

Type of mineral, waste or refuse	Grade	Amount in £ or pence	Unit i.e. per tonne, per m ³ , per therm
Sandstone	Crushed	40p	per tonne
Sandstone	River flag	£10.00	per m ²
Waste	Inert	£1.50	per tonne
Oil		£1.50	per barrel

Question 3.4

Answer 'Yes' if you, or someone other than the person to whom you pay mineral royalties, owns the surface.

Question 3.5

Answer 'Yes' if the payment of the certain rent is waived once the sum of the royalty payments exceeds the value of the certain rent.

Answer 'No' if the certain rent is paid in addition to any royalties paid.

PART 4 - Notes

Question 4.1

For example – Do you own the plant site or mineral tipping areas at the property?

Question 4.2

For example – A works or processing plant adjacent or close to the quarry. Or similarly waste transfer station adjacent or close to a landfill site.
Note: if you pay rent for another property on a separate lease or agreement, please make sure you give full details on another form.

Question 4.4

For example – Payments to the landlord for the processing of minerals not worked at the property.

PART 5 - Your lease or agreement

5.1 When did your current lease or agreement start?

Day	Month	Year
-----	-------	------

5.2 How long was the lease or agreement granted for?

Years	Months
-------	--------

If you do not have a written agreement **and** the length is open-ended, leave the 'years' and 'months' boxes blank and tick here.

5.3 What type of agreement do you have?

No agreement, or one that is not in writing. Go to Part 7

A lease or tenancy agreement.

A licence or other type of written agreement.

PART 5 - Notes

Question 5.1

This date is usually given in the first few paragraphs of a lease or written agreement. For example, 'The term is from 24 July 1994' or 'The lease period is from 24 July 1994'. If you took over or bought the lease or agreement from someone else, enter the date the lease or agreement itself started and not the date that you took over the property.

Question 5.2

The first few paragraphs of a lease or written agreement usually give its length. For example, 'The term is for 25 years' or 'The lease period is 25 years'.

Question 5.3

Your documentation will state the type of agreement you have.

PART 6 - Rent reviews

6.1 Does your lease or agreement provide for rent reviews?

No Go straight to Part 7.

Yes Please give details below.

a. At what intervals is the rent reviewed?

Years	Months
-------	--------

b. When was the last review date?

Day	Month	Year
-----	-------	------

c. Can the rent be reduced on review? No Yes

6.2 Is the rent shown at 3.1 the result of a rent review?

No Go straight to Part 7.

Yes Please give details below.

a. When was this rent review?

Day	Month	Year
-----	-------	------

b. How was the rent fixed at the rent review?

Between you (or your agent) and the landlord, with no-one else involved

By someone specifically acting as arbitrator in accordance with the Arbitration Acts

By an independent expert (probably a chartered surveyor)

PART 6 - Notes

Question 6.1

Rent reviews are occasions in the lease or agreement when the landlord can change the rent.

Question 6.1a

Your lease or agreement will say how often the landlord can change the rent. For example, every 5 years in a 20 year lease.

Question 6.1b

Enter the date of the latest review, even if your rent did not change at that review.

Question 6.1c

Your lease or agreement will have a specific clause saying whether the rent can go down as well as up. For example, it may say the review is to the higher of the current rent or market rent, which means the rent can go up but not down.

Tick 'No' if the rent can only go up.

Tick 'Yes' if the rent can go up or down.

If you need help to work out what the clause says, contact your local Valuation Office. Their details are on the front of this form.

Now go straight to Part 8

PART 7 - How your rent was fixed, if not by a review

7.1 How was the rent shown at question 3.1 fixed?

Between you (or your agent) and the landlord, with no-one else involved.

7.2 Was this rent fixed by –

a new lease or agreement

a renewed lease

a sale and leaseback transaction

a surrender and renewal?

PART 7 - Notes

Question 7.2

Tick

- **A new lease or agreement** if the rent you pay started because you had a new lease or agreement and you had not occupied the property before.
- **A renewed lease** if the rent you pay started because you had a new lease or agreement and you occupied the property immediately before, under a previous lease or agreement.
- **A sale and leaseback transaction** if you sold a property you previously owned and occupied, but you still occupy it and pay rent to the new owner.
- **A surrender and renewal** if you agreed with the landlord to take out a fresh lease or agreement on a property you occupied, even though your existing lease or agreement had not finished.

PART 8 - How your rent is worked out

8.1 What is the rent shown at question 3.1 based on?

Open market value

A percentage of open market value
Please give details of the percentage below.

A percentage of turnover
Please give details of the percentage and any base rent you pay.

A 'stepped' rent arrangement
Please give details of the steps below.

Indexation (for example, linked to the Retail Price Index)
Please give details of the index below.

Some other basis (such as a combination of the above)
Please give details below.

Details (you will usually find these in your lease or written agreement if you have one)

PART 8 - Notes

Tick 'Open market value' if:

- Your rent results from a rent review, **and** a clause in your lease or agreement (probably towards the end) says the basis of the rent is **open market rental value, open market value, best rent, or rack rental value.**
- The rent in a new lease or lease renewal was agreed freely between you and the landlord. One of you proposed a figure which the other accepted. There may have been negotiation involving agents employed by you or the landlord.
- The rent or royalties paid may be linked to a percentage of gate receipts, if so, please give details of the percentage and supply the total receipts and the quantity or volume of material to which the receipts relate. Similarly they may be related to the selling price of the mineral, if so, please give details of the percentage and current selling price.

Tick 'A stepped rent agreement' if you know in advance how the rent will change over the years to the next rent review or lease renewal. For example, in 2000 an occupier paid £12,000 per year, knowing that this would increase in 2001 to £14,000 per year, and again in 2003 to £16,000 per year.

Tick 'Indexation', such as the Retail Price Index if your rent is linked to an index: The rent often changes yearly in such cases.

Tick 'Some other basis' if you pay rent, for example, on a stepped turnover percentage, so that the turnover percentage increases in steps from 10% in year 1 to 15% in year 5.

PART 9 - Your lease or agreement

9.1 Were you given a rent-free period when the lease or agreement was granted?

No Go to Question 9.2.

Yes How long was the rent free period?

Years

Months

Why were you given the rent-free period?

For example, for repairs or fitting out works that were needed.

9.2 Did you *pay* a capital sum in respect of this lease or agreement?

No

Yes Amount

£

Date

Day

Month

Year

9.3 Did you *receive* a capital sum in respect of this lease or agreement?

No

Yes Amount

£

Date

Day

Month

Year

PART 10 - Responsibilities and costs

10.1 Who is responsible for the following costs?

outside repairs Landlord Tenant

inside repairs Landlord Tenant

building insurance Landlord Tenant

10.2 Does the rent include any amount for the following costs?

Non-domestic rates No Yes

Water charges No Yes

Services (for example lighting, heating, cleaning/maintenance of shared areas) No Yes

If you ticked 'Yes' for any item, please give details here.

Service	Amount per year included in rent (excluding VAT)
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

PART 9 - Notes

Question 9.1

A rent-free period is a time, often at the start of a lease or agreement, when the tenant does not have to pay rent. For example in order to construct the processing plant.

Question 9.2

Tick 'Yes' if you paid a sum of money to

- your landlord to take on the lease or agreement, or
- to a previous tenant to buy the lease or agreement from them.

This does not include any sums you paid for the business itself rather than for the lease or agreement.

For example, do not include any sums you paid for goodwill, or trade fixtures and fittings. Neither should you include any sums paid merely as returnable deposits or bonds.

PART 10 - Notes

Question 10.1

Tick 'Landlord' if the landlord directly pays the bills for this item without asking for any contribution from you.

Tick 'Tenant' if you (and the other tenants if there are more than one)

- directly pay the bills for this item, or
- pay the landlord an amount, such as a service charge, to cover the costs of this item.

Note

Repair does not include decoration. If you are required to decorate but not to repair, do **not** tick that outside and inside repairs are your responsibility.

Tick both boxes if you and the landlord share the responsibility for this item.

Question 10.2

Tick 'No' if

- either you or the landlord pay for this item directly, or
- you pay a separate service charge which includes this cost.

Tick 'Yes' if this item is covered in the rent shown at question 3.1.

PART 11

- 11 Are any Wayleave or other payments made to third parties?
(e.g. the right to carry materials over their land) No Yes

If 'Yes', please give details

PART 12 - Alterations and improvements

- 12.1 Have you or a previous occupier carried out any major alterations, improvements, refurbishments, initial fitting out or initial repairs to the property?

No Go to Part 13

Yes Please give details

Work carried out

Cost of work and approximate date

£

Day	Month	Year
-----	-------	------

£

Day	Month	Year
-----	-------	------

£

Day	Month	Year
-----	-------	------

- 12.2 Are/were you or a previous occupier required to carry out any works as a condition of the current lease or agreement? No Yes

PART 13 - Any other factors

Are there any other factors that have affected the rent payable?

No Go to Part 14

Yes Please give details

PART 12 - Notes

Question 12.2

If you have a lease or written agreement it will state whether you are obliged by your landlord to carry out any of the works you have mentioned at question 12.1. If so, these works become a condition of the lease or agreement.

Tick 'No' if

- work was voluntarily carried out and was not stipulated in the lease or agreement, or
- no work was carried out.

Tick 'Yes' if

- the work had to be done because the lease or agreement stipulated it.

PART 13 - Notes

For example – The output from the quarry is restricted to one particular market – i.e. limestone produced can only be used for cement production and not aggregate.

PART 14 - Lettings and sublettings

Do you let or sublet all or any part of the property?

No Go to Part 15

Yes Please give details

Tenant	Full name		
	Address		
	Post code		
Part let			
Use			
Annual rent	£	Date fixed	Day Month Year

PART 14 - Notes

Let-out parts of the property may include, for example

- areas used by other businesses
- flats
- advertising hoardings
- mobile phone masts
- garages and car parking spaces.

If you have more than one subletting or letting, please supply this information for all of them on a separate sheet, and sign and date it.

PART 15 - Declaration

COMPLETE IN ALL CASES

PART 15 - Notes

To the best of my knowledge and belief the information I have given in this form and any attachments is correct and complete.

If you are signing on behalf of a business, please give your position. For example, partner or director.

Signature			
Name in CAPITALS			
Date	Day	Month	Year
Position			

I am the

Occupier Owner Lessee

Occupier's Agent Owner's Agent Lessee's Agent

Daytime telephone no.	
Email address	

PART 16 - Contact Details

PART 16 - Notes

If you would like us to either contact you at a different address or contact someone else if we have any queries about this form, please give details here.

If you wish us to contact someone else, for example, your head office or your estate or property department or a retained agent, please provide their full details.

Name in CAPITALS	
Daytime telephone no.	
Email address	
Correspondence address	

Please return to: Valuation Office Agency, Durham Customer Service Centre, Wycliffe House, Green Lane, Durham DH1 3UW **or if completing digitally**, save the PDF and return as an email attachment to specialist.rating@voa.gov.uk