



Request for information Non-Domestic Rating

The Valuation Office is an Executive Agency of HM Revenue & Customs

[Large dashed box for address information]

If any part of either address is wrong, please correct it.

This request for information is a notice sent to you pursuant to powers granted to the Valuation Officer under paragraph 5 (1) of Schedule 9 to the Act. You are required as the owner or occupier, to provide information regarding the property (see paragraph 5(2) of Schedule 9 to the Act. You may be prosecuted if you make false statements.

Why your information is important

The Valuation Office Agency assesses the rateable value of all non-domestic property.

The basis of rateable value is the annual rent for a property as if it was available on the open market at a fixed valuation date.

The information you provide on this form is used to help ensure that the assessment of rateable values is correct.

Local authorities use rateable values to calculate rate bills.

Time limit



You must return this form within 56 days from the day you receive it. If you do not return this form within 56 days you will be liable to a penalty of £100 [see paragraph 5A(1) of Schedule 9 to the Local Government Finance Act 1988 ("the Act")].



You can complete this form electronically at www.voa.gov.uk/requestforinfo



Large format print copies of this form are available on request. Please phone, email or write using the contact details opposite.

How to fill in this form

You may find it useful to have your lease or agreement to hand.

Throughout this form:

- the property means the property or properties shown in the address panel above or any property or properties that fall into the class of properties specified in the address panel above
- where a date is requested, please give the exact date if you know it. If you do not know the exact date, just fill in the month and year boxes.

If when filling in this printed form you need more space for any question, you can continue on a separate sheet of paper. Please make sure that any extra sheets you use:

- clearly show the relevant question number(s)
- are signed and dated, and
- are securely attached to this form.

I believe that the information requested will assist me in carrying out functions conferred or imposed on me by or under part III of the Local Government Finance Act 1988 (concerning non-domestic rating), including compiling a new Rating List or maintaining an existing Rating List.

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Valuation Officer

The Valuation Office is an Executive Agency of HM Revenue & Customs, which is a Data Controller under the Data Protection Act. We hold information for the purposes of taxes and certain other statutory functions as assigned by Parliament. The information we hold may be used for any of the Valuation Office Agency's functions.

We may get information about you from others, such as other government departments and agencies and local authorities. We may check information we receive from them and also from you, with what is already in our records.

We may give information to other government departments and agencies and local authorities but only if the law permits us to do so, to check the accuracy of information, to prevent or detect crime and to protect public funds.

Please complete this form in black ink.

Part 1 - The property and you

1.1 What is the property used for?

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

	Post code
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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 1 - Notes

Question 1.1

For example, shop, flat, factory, workshop, warehouse, retail warehouse, restaurant, office, 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

Tick 'Yes' if you expect to pay rent in the future - for example, you are currently in a rent free period.

Part 2 - Your Landlord

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?

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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.

Question 2.2

Please state any connection. For example

- a family connection
- a 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 total **annual** rent?

£

Enter the **annual amount**, even if you pay monthly or quarterly.

Your lease or written agreement should state whether your rent includes VAT. If it does, please give the amount you pay **excluding the VAT**.

3.2 When did this rent become payable under the terms of your lease or agreement?

Day	Month	Year

If you currently have a rent-free period, give the date when you first start paying rent after the rent-free period ends.

3.3 When was this rent actually agreed or set?

Day	Month	Year

3.4 Are you or your agent currently negotiating a new rent, for example, for the purpose of a rent review or new lease?

No

Yes

Part 4 – What the above Rent includes

4.1 Do you pay rent for only part of the property shown on page 1?

No

Yes State below what part of the property you rent.

4.2 Does this rent include any other property **not** shown on page 1?

No

Yes State below the property that the rent includes.

4.3 Does this rent include any living accommodation?

No

Yes State below what living accommodation the rent includes.

4.4 Was this rent fixed in respect of land only?

No

Yes Please give the reasons below.

4.5 Was this rent fixed in respect of a 'shell' unit?

No

Yes Please give details below of all the fitting out.

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

Question	Details

Part 3 – Notes

Question 3.1

Ignore any rent-free period. For example, if you pay £20,000 per quarter with the first three months rent-free, you would pay £60,000 in the first year. But you would enter here the full annual rent of £80,000.

Question 3.2

In most cases this is the date the lease or agreement began, which may have been for an earlier occupier, or the date the rent was last varied during the lease or agreement. But ignore changes solely due to changed amounts of rates or services payable where these are included in the rent.

Question 3.3

This may be a few weeks or months before or after the date in question 3.2. It is the date you actually agreed the rent. If you have a lease or written agreement, it is the date you signed it.

Part 4 – Notes

Question 4.1

For example, first floor only or one room only.

Question 4.2

For example, a neighbouring property (give number) or part of the second floor.

Note If you pay a rent for other property on a separate lease or agreement, please make sure you give full details on another form.

Question 4.3

For example, a flat over a shop or caretaker's accommodation.

Question 4.4

Tick 'Yes' if you pay no rent for buildings because, for example, there are no buildings on the site, or you put up your own buildings.

Question 4.5

A shell unit is a new but unfinished property which needs fitting out. The tenant has to pay to fit it out with items such as internal walls, toilets, services (heating, lighting, etc), or finishes (plaster, paint, carpet, etc).

Note Tick 'No' if the property was in poor repair when you took it on. This is not a true shell unit.

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.

An interim rent set by a court under the Landlord & Tenant Acts (*that is, you are waiting for a final judgement from the courts*).

A final judgement by a court (*because your lease or agreement ended and you could not agree with the landlord the terms of a new agreement if you stayed at the property*).

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.
- A court fixed the rent at lease renewal.

Your rent may be based on the **business turnover** rather than the property you occupy. If it is, you may also pay a base rent set at a fixed percentage of open market value.

If the rent at question 3.1 is the

- base rent, tick '**A percentage of open market value**' and give details of the percentage.
- rent you actually pay, tick '**A percentage of turnover**'. Give details of the percentage and the base rent you pay, if any.

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 – Incentives and payments

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 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. It may be given to a tenant to fit out or repair the property.

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 a 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 10 – Responsibilities and costs

10.1 Who is responsible for the following costs?

	Landlord	Tenant
Outside repairs	<input type="checkbox"/>	<input type="checkbox"/>
Inside repairs	<input type="checkbox"/>	<input type="checkbox"/>
Building insurance	<input type="checkbox"/>	<input type="checkbox"/>

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

	No	Yes
Non-domestic rates	<input type="checkbox"/>	<input type="checkbox"/>
Water charges	<input type="checkbox"/>	<input type="checkbox"/>
Services (for example lighting, heating, cleaning/maintenance of shared areas)	<input type="checkbox"/>	<input type="checkbox"/>

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 11 - Parking at or near the property

	Open spaces	Covered spaces	Garages						
11.1 How many parking spaces or garages are <i>included</i> in the rent shown at question 3.1?	<input type="text"/>	<input type="text"/>	<input type="text"/>						
11.2 How many parking spaces or garages do you pay a <i>separate</i> rent for?	<input type="text"/>	<input type="text"/>	<input type="text"/>						
a. Annual payment (<i>excluding</i> VAT)	<input type="text"/>								
b. When was this payment fixed?	<table border="1"> <thead> <tr> <th>Day</th> <th>Month</th> <th>Year</th> </tr> </thead> <tbody> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </tbody> </table>			Day	Month	Year	<input type="text"/>	<input type="text"/>	<input type="text"/>
Day	Month	Year							
<input type="text"/>	<input type="text"/>	<input type="text"/>							

Part 11 - Notes

Please fill in all of the boxes with a number, entering 'nil' if appropriate.

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						
<input type="text"/>	<input type="text"/> <table border="1"> <thead> <tr> <th>Day</th> <th>Month</th> <th>Year</th> </tr> </thead> <tbody> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </tbody> </table>	Day	Month	Year	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Day	Month	Year					
<input type="text"/>	<input type="text"/>	<input type="text"/>					

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 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 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 - Any other factors

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

- No** Go to Part 14
- Yes** Please give details below

Part 13 - Notes

For example, the rent may differ from the market rent for one of these reasons.

- The permitted use of the property is very restricted.
- There is a break clause in the lease or agreement. Break clauses are occasions specifically stated in the lease or agreement when the tenant may have the opportunity to leave the property or the landlord may be able to ask the tenant to leave.
- There is a clause contracting out of Part II Landlord & Tenant Act 1954. The landlord has to go to court at the beginning of a new lease to contract out of this Act. If he does so, the tenant loses his or her right to have a new lease or agreement when the current one ends.
- You pay rent for trade fixtures and fittings your landlord has provided. For example, frying ranges in a fish & chip shop.

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 below

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

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

Signature			
Name <i>in CAPITALS</i>			
Date	Day	Month	Year
Position			
I am the			
Occupier	<input type="checkbox"/> Owner	<input type="checkbox"/> Lessee	<input type="checkbox"/>
Occupier's Agent	<input type="checkbox"/> Owner's Agent	<input type="checkbox"/> Lessee's Agent	<input type="checkbox"/>
Daytime telephone no.			
Email address			

Part 15 - Notes

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

Part 16 - Contact details

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.

Name <i>in CAPITALS</i>			
Daytime telephone no.			
Email address			
Correspondence address			
	Post code		

Part 16 - Notes

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.

Thank you for completing this form. Please now return it in the enclosed envelope.