# THE UNIVERSITY OF LEEDS

# ESTATE SERVICES

## Space Release Agreement

**A** Conditions for release of space

Space can be released by current occupants in the following circumstances:

1. Where there is a next user in place, and space charge passes directly from one party to another
2. Where the release of space is consistent with the Estate Strategy, ie part of an agreed Faculty plan, or a Capital Programme development, either for re-use, for sale, or to be mothballed
3. Where the release of space is strategically important, but has not yet been embedded into future planning – space might therefore be mothballed for a temporary period, pending decisions being made about its future use
4. Where the release of space is strategically important and is part of an agreed plan, but has to be mothballed on a temporary basis until that future plan can be initiated
5. Where the release of space is strategically important and has been agreed as part of a Faculty’s Estate Strategy

**B** Conditions for space to be vacated

When space is vacated, the following criteria must be met before space charge can cease (which will usually be triggered by the census date of 28 February following the release of space). Faculties should complete the form below, in conjunction with Estate Services and Health and Safety Managers.

**Yes/No Date**

**Completed** (FACULTY OR SERVICE TO COMPLETE)

|  |  |  |
| --- | --- | --- |
|  |  | An assessment will be made of furniture by Estate Services to determine whether it may be required for the next user of the accommodation, or whether it should be included on the Furniture Recycling Register. At least one month should be allowed for furniture to be recycled when vacating premises. Rooms must be emptied of all contents including equipment, consumables, filing/books, rubbish, broken or unwanted furniture, confidential waste, personal possessions. All keys should be returned to Security with a full set of master keys labelled. Any School/Department owned contracts need to be cancelled (e.g. intruder alarms, access control, CCTV). Current occupants are responsible for the complete clearance of space before the Space Release Agreement can be authorised by Capital Group. |
|  |  | Where hazardous materials have been used, usually in laboratories, users should consult their Health and Safety Manager for guidance on the transport and disposal of hazardous substances. Rooms should be left in a safe condition, which will include specialist cleaning of sinks/waste traps/benches/fume cupboards where necessary. Please attach any necessary clearance certificates to this form (see the Health and Safety website at <http://www.leeds.ac.uk/safety/forms.htm> Clearance Certificate Appendix 2a). |

**Rooms vacated** (FACULTY OR SERVICE TO COMPLETE)

|  |
| --- |
| Building:  Room numbers: |

**C The release of these rooms complies with the conditions for release of space at A above in the following way:** (ESTATES TO COMPLETE – CONTACT ESTATE PLANNING AND INFORMATION OFFICE, EXT 35937)

|  |
| --- |
|  |

**The conditions for space to be vacated as set out at B above have been fully met:**

........................................................................................ .............................................................

Estate Services Representative (name and signature) Date

(Usually the Area Maintenance Team Leader for a building, or the Project Manager if release of space is part of a capital project)

......................................................................................... ...........................................................

Faculty or Service Representative (name and signature) Date

......................................................................................... ...........................................................

Health and Safety Manager (name and signature) Date

**Approved by Capital Group: Yes/No Date**

**Contacts for help:**

Advice on completion of sections A, B and C on Michele Troughton, Estate Services 35937,

conditions for the release of space: [m.m.troughton@leeds.ac.uk](mailto:m.m.troughton@leeds.ac.uk); or

Alistair Cunliffe, Estate Services ext 35912,

[a.cunliffe@leeds.ac.uk](mailto:a.cunliffe@leeds.ac.uk)

Furniture recycling: Michael Howroyd, Sustainable Development Team, Estate Services, ext 37375, [m.a.howroyd@leeds.ac.uk](mailto:m.a.howroyd@leeds.ac.uk)

Cleaning and disposal of rubbish and confidential waste Jill Roberts, Cleaning Services, ext 33434,

and disposal of IT equipment: [J.Roberts5@leeds.ac.uk](mailto:J.Roberts5@leeds.ac.uk)

Estate Services Helpdesk including handygang and Estates Helpdesk, [eshelp@leeds.ac.uk](mailto:eshelp@leeds.ac.uk), ext 35555

other services:

Disposal of Hazardous Substances Health and Safety Managers, http://www.leeds.ac.uk/safety/contacts.htm

**Please return completed forms to Michele Troughton in Estate Services.**

**D HOPPER**

**Director of Facilities**

**Copies to:**

Jill Roberts Malcolm Dawson

Thomas Price Paul Crouch

Tim Kellett Sami Wilson / Lee Jones

Dave Kellett Claire Copley

Jason Jutha Craig Hirst

Ian Harden

**The space charging policy is attached for information.**

**THE UNIVERSITY OF LEEDS**

**ESTATE SERVICES**

**Policy on space charging**

**Summary of space charging policy agreed by FMG in April 2007:**

1. Faculties to pay for all space allocated for their use at the census date of 28 February, whether or not that space is being refurbished (i.e. no rebate for space under refurbishment).
2. Faculties ought not to pay space charges for decant accommodation.
3. When space passes between two users mid-way through the year, space charge can be re-charged between the parties to reflect an agreed handover date (to be negotiated by those involved). If the new user is a party that does not pay space charges, a space charge rebate may be requested by the former occupant of vacated space, for agreement through FMG.
4. Space may be mothballed (i.e. taken back by the centre but not immediately re-allocated) if there is a timing issue, e.g. when existing users move into new accommodation, but new occupants cannot immediately occupy the vacated space.
5. Space may be mothballed if there is no immediate next user in view, but the space is considered to be strategically important, and capable of either future re-use, or disposal.
6. Space to be ‘unlagged’ in February each year, so that Faculties will pay for actual usage of accommodation as at 28 February for the academic year in which that February falls.

**Space charge issues specific to the Faculty of Medicine and Health**

1. The Faculty of Medicine and Health pays space charge for all space that it occupies, and the University pays any lease costs associated with the upkeep of that space.
2. Space occupied by the Trust that is not covered by a lease arrangement with the University is charged to the Faculty of Medicine and Health. Leases are reviewed every 5 years (next due in 2011) and only major changes are picked up as a separate issue between lease reviews.
3. The Faculty of Medicine and Health has adopted the policy of assuming that any space occupied by a member of University staff (defined as a person on the University’s payroll) is University space, and any space occupied by a member of Trust staff (defined as a person on the Trust’s payroll) is Trust space. Therefore even if a member of University staff has their post partially funded by the Trust, but they are paid through the University’s payroll, the accommodation they use would be considered as University space, and not subject to any lease arrangement with the Trust.

**Other practices now in use for space charging**

1. When space has been accepted for mothballing or is out of use, such rooms are classed as space type 2 (i.e. equivalent to store rooms). This reduces the cost of such space as an overhead to all users, and reflects likely actual costs.
2. When a School requests the use of additional space, it is charged for that space from the census date when the last user ceases to occupy the space.

This policy is consistent with fEC, and is part of the RAM key principles that charging for space is based on the amount and type of space occupied and applies to the use of all University premises (excluding subsidiary companies) on and off campus.

**Area Decontamination Certificate Appendix1**

**(for specialist areas, e.g. laboratories, vacated for refurbishment)**

This should be read in conjunction with the health and safety protocol on Access authorisation to restricted locations (www.leeds.ac.uk/safety)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| To: | | | | | |
| Name: |  | | Position: | |  |
| Tel: |  | | Email: | |  |
| From (person responsible for the area) | | | | | |
| Name: |  | | Position: | |  |
| Tel: |  | | Email: | |  |
| Location of room/area: | | | | | |
| Room No or Area: | |  | | | |
| Description  (e.g. CL1 Lab, Cold Room etc. | | | |  | |
| Purpose of clearance and decontamination: | | | | | |
|  | | | | | |
| Declaration/Signature (to be completed by the person responsible for the room/ area and those responsible for decontamination): | | | | | |
| I, the undersigned, confirm that all the details described are correct. | | | | | |
| Name: |  | | Position: | |  |
| Tel: |  | | e-mail: | |  |
| Signature: |  | | Date: | |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| CC: | Display at entrance to area |  | Departmental Records |  | Health and Safety Services |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Decontamination (Please indicate and complete the appropriate sections below) Yes/No  √/× | | | | | |
| 1. | The room/area has been completely cleared of all laboratory equipment, chemicals and hazardous waste and has been left in a clean and safe condition. | | | |  |
| 2. | It has been agreed with the relevant party (e.g. Facilities Manager) that the equipment listed below can remain within the room/area after vacation. All such equipment has been appropriately decontaminated\* and individually labelled with Equipment Decontamination Certificates.  \**if microbiological safety cabinets are to remain, they must be fumigated and HEPA filters removed and appropriately disposed.* | | | |  |
|  | Equipment Details: | | | |  |
| 3. | The remaining fabric, services and fixtures (including fixed items of plant e.g. fume cupboards) may have been exposed to hazardous materials listed below but these have been effectively decontaminated. | | | |  |
|  | Possible contaminants: | | | |  |
|  | Biological agents or GMOs: |  |  | Hazardous chemicals: |  |
|  |  |
|  | Clinical material: |  |  |  |  |
|  | Other (specify): | | | |  |
|  | Decontamination procedure(s) undertaken:  No special precautions are necessary to protect against contamination when handling the services and fixtures unless specified in section 5 below. | | | |  |
| 4. | Where complete decontamination of some aspects of the fabric, services or fixtures cannot be practicably achieved and some residual contamination may remain. | | | |  |
|  | Nature of residual contamination and reason for incomplete decontamination: | | | |  |
|  | It is advised that the following precautions are observed when handling these items: | | | |  |