

# MEMORANDUM OF UNDERSTANDING ("MoU")

**DATE** TBA

**PARTIES** [Green Elephant Co-operative Ltd of [9 Forgebank Walk Halton LA2 6FD ] (the Landlord)

[ ] of [Unit ( )Halton Mill Mill Lane halton LA2 6ND ] (the Tenant)

**PREMISES:** Unit ( ) Halton Mill Mill Lane halton LA2 6ND

**BUILDING:** Halton Mill – Mill Lane halton LA2 6ND

**LEASE** dated [TBA ] between [ Green Elephant ] and [Tenant ]

1.1 The Landlord currently occupies the Building under a Head Lease from Lancaster Cohousing Ltd and the Tenant currently occupies the Premises under the Lease.

1.2 The Parties agree to work together collaboratively to improve the environmental performance of the Building and the Premises.

1.3 The Parties agree to consider and where appropriate implement the measures set out below and in Schedule 1.

1.4 The Tenant will encourage any other occupiers in the Building to enter an MoU in the same terms as this MoU in order to improve the overall environmental performance of the Building.

1.5 This MoU is not legally binding (save where expressly stated to be so). However, the Parties agree to work together in good faith (but without legal obligation) for a period of Five Years from the date of this MoU (or for the length of the tenancy whichever is the shorter period) to implement the aims and objectives which are set out below.

## DATA SHARING

2.1 The Parties agree to share with each other all data and relevant information they have in relation to the Building and the Premises (in as much detail as is available to them) in respect of:

- Electricity consumption
- Gas consumption
- Other fuel consumption
- Water consumption
- Waste generation, management and recycling
- Maintenance of plant and equipment used in connection with the above

2.2 Such data and relevant information will be provided [annually] as a minimum in a form or methodology which the Parties agree upon as being appropriate for the purpose.

2.3 All such information will be provided in a form which produces meaningful and useful data.

2.4 An industry accepted methodology, agreed by the Parties, will be used to ensure consistency of data (e.g. LES-TER, IPD Environment Code, Upstream benchmarks etc).

## **BUILDING MANAGEMENT COMMITTEE**

3.1 The Parties will set up a Building Management Committee which will meet on an ad hoc basis.

3.2 The Building Management Committee will comprise representatives of Lancaster Cohousing, the Landlord, the Tenant, any managing agent employed by the Landlord or Tenant and other persons involved from time to time in the operation or management of the Building and the Premises as the Parties deem appropriate.

3.3 The Building Management Committee will:

(a) review;

- the data and other information shared by the Parties under paragraph 2;
- the environmental performance of the Building generally;
- any changes to the Building, the Premises or its operation which may affect the environmental performance of the Building or the Premises in the future;
- any forthcoming changes in law or practice which may be relevant to the environmental performance of the Building and the Premises.

(b) seek to agree an environmental management plan for the [Building]/[Premises] and agree upon annual targets for:

- the reduction of energy consumption, carbon emissions, water use and waste at the Building and the Premises;
- the increase, where possible, in the use of plant and equipment based on renewable technologies, renewable energy, recycling of waste, recycled water and captured rainwater for the Building and the Premises;
- other measures which it is practical to adopt in order to improve the environmental performance of the Building and the Premises.

(c) produce an annual statement, which:

- (i) contains a summary of the energy and water use and the waste generated by the Building and the Premises;
- (ii) sets out the targets agreed pursuant to (b) above;
- (iii) sets out progress towards achieving the targets agreed for previous years and identifies any other achievements (e.g. reductions in fossil fuel consumption).

3.4 The Parties will provide each other with the names of the person(s) within their organisations and in any managing agents' organisations who should be contacted on issues relating to the environmental performance of the Building or the Premises.

## **BUILDING MANAGEMENT SYSTEM**

4.1 Where the Landlord controls the hours of operation of any heating, lighting or air conditioning services to the Building and/or the Premises, the Tenant will provide to the Landlord details of its hours of occupancy of the Premises and its requirements for heating, lighting and air conditioning services for the Premises and will keep the Landlord informed of any changes in such requirements.

4.2 Where a Building Management System exists for the Building, the Landlord will:

(a) where appropriate, explain to the Tenant how the system works;

(b) ensure that, wherever practicable, the settings of the system are adjusted and regularly reviewed with a view to minimising unnecessary provision of heating, lighting or air conditioning services to the Building and the Premises and to reflect the information provided by the Tenant under paragraph 4.1 above.

## **REINSTATEMENT OF TENANT'S ALTERATIONS**

The Landlord will give reasonable consideration to:

- (i) waiving any entitlement it may have to require reinstatement of alterations carried out by the Tenant; and
- (ii) not including reinstatement requirements on the grant of any Licence for Alterations where such alterations improve the environmental performance of the Building and/or the Premises and the Landlord considers that it will not need to remove or reinstate such alterations at the end of the Lease.

## **CO-OPERATION ON SCHEDULE 1 MEASURES**

6.1 The Parties will work together to consider and seek to implement, if appropriate, the measures against which a tick has been placed, set out in Schedule 1.

6.2 The Parties will co-operate with each other in complying with the requirements of any Carbon Reduction Commitment scheme to which either of them may be subject and which affects the Building and/or the Premises.

## **MANAGING AGENTS**

The Parties will require their respective managing agents, if appointed, to implement the principles and objectives set out in this MoU.

## **NEW OWNERS AND OCCUPIERS**

8.1 This MoU is personal to the Parties and will apply only for so long as the Landlord occupies the Building and the Tenant occupies the Premises.

8.2 If the Landlord disposes of its interest in the Building, the Landlord will encourage the new owner to enter into a similar MoU with the Tenant and with other occupiers of the Building.

8.3 If the Tenant disposes of its interest in the Premises or sublets them, the Tenant will encourage any new occupier of the Premises to enter into a similar MoU with the Landlord.

## **RENEWAL OF THIS MEMORANDUM OF UNDERSTANDING**

At the end of the period (referred to in paragraph 1.5), the Parties will review the progress which has been made in improving the environmental performance of the Building and the Premises, and where appropriate, the Parties will renew this MoU for a further period of Five Years or such other period as is agreed between them at the time.

## **GENERAL**

10.1 It is acknowledged that this MoU is not supplemental or collateral to the lease and is not to be taken into account when construing the provisions of the Lease and that the provisions of the Lease shall prevail over anything in this MoU.

10.2 Each Party agrees that information provided to the other pursuant to paragraph 2 of this MoU shall be used only for the purposes of implementing this MoU and for no other purpose whatsoever and that they shall keep all such information confidential and will not disclose it to any other person (save their agents, consultants or contractors who need to have such information for the purposes of this MoU) other than if required to do so by law or with the written consent of the other Party.

10.3 The Parties agree that this paragraph 10 is legally binding and will last for a period of six years from the date of this MoU. This paragraph 10 is governed by English law.

## **SCHEDULE 1**

### **ENERGY**

- 1.1 Separate metering facilities for individual utilities for the Premises and the common parts and for other occupiers and special uses.
- 1.2 Where appropriate, the use of smart or automatic metering technology in the Building and/or the Premises.
- 1.3 Where appropriate and available at acceptable rates, the purchase of energy from renewable sources.
- 1.4 On the Landlord's part to give reasonable consideration to requests by the Tenant for the installation in or upon the Building or the Premises of plant and equipment based on renewable technologies (including roof mounted equipment) provided such installations do not adversely (in the opinion of the Landlord) affect the value or appearance of the Building.
- 1.5 Where appropriate participate in local and/or communal schemes for energy generation or provision.

### **WASTE**

- 2.1 On the Landlord's part, to develop and agree with the Tenant and other occupiers of the Building a waste strategy for the Building including, where practicable, the sharing of recycling and other waste facilities by the occupiers and joint waste strategies with neighbouring buildings.
- 2.2 Appropriate recycling arrangements for printer cartridges, fluorescent bulbs, batteries and similar items.
- 2.3 The adoption of sustainable procurement codes (e.g. purchase of environmentally friendly office consumables and the adoption of "take back" and "re-use" schemes with suppliers for products and packaging).
- 2.4 On refurbishment and fit-out, require contractors to make adequate waste segregation and recycling provisions and to re-use redundant materials wherever practicable.
- 2.5 All electrical equipment in the Building or the Premises which is to be disposed of will be disposed of by the equipment owner in accordance with the WEEE Regulations 2006.

### **WATER**

- 3.1 The installation of high efficiency plumbing fixtures and control technologies in the Building and the Premises.
- 3.2 A regular programme of leak inspections at the Building and the Premises.
- 3.3 Where possible, the use of treated and recycled water, captured rain water and grey water, where potable water is not a necessity.
- 3.4 The use of relevant water saving control systems.

### **ENERGY AUDIT**

The appointment of a suitably qualified person to undertake an audit or assessment of the environmental performance of the Building and the Premises and to advise upon a strategy for implementing the aims and objectives set out in this MoU.

### **ALTERATIONS AND REPLACEMENT**

- 5.1 The reasonable consideration of sustainable sourcing, the use of energy efficient and sustainable products and materials, recycling and the environmental performance and impact of all replacement of plant and equipment and of all alterations.
- 5.2 When replacing plant and equipment, the use of energy efficient plant and equipment and reasonable consideration of reductions in energy use and for improvements in energy rating (including any rating contained within an EPC or DEC).

- 5.3 Avoiding alterations which have an adverse impact on the energy performance of the Building or the Premises.
- 5.4 On the Tenant's part the provision to the Landlord of sufficient information in relation to the environmental impact of proposed alterations, on the making of any application for the Landlord's consent to such alterations.
- 5.5 The Parties to give reasonable consideration to alterations that reduce the need for air conditioning and other energy consumption.
- 5.6 Agreeing a target BREEAM rating prior to either party carrying out alterations for which a BREEAM rating would be available.

## **TRANSPORT**

- 6.1 The provision of space for bicycle storage, shower and changing facilities for cyclists.
- 6.2 The provision of spaces for small cars, mopeds or motorbikes.
- 6.3 The establishment of shuttle links where practicable to any local transportation hubs.
- 6.4 Agreement of a 'Green Travel Plan'.

## **CLEANING**

- 7.1 Requiring cleaning contractors to comply with any waste strategy or any energy or water reduction strategy agreed by the Parties and to maximise the use of natural solvent free and hydrocarbon free cleaning products.
- 7.2 Specifying appropriate cleaning and maintenance procedures for specialist "green" plant, equipment, fixtures or fittings.
- 7.3 Programming cleaning times to minimise the use of lighting, heating and air-conditioning resources.
- 7.4 Providing awareness raising and training to cleaners.

## **SHARING INITIATIVES**

- 8.1 Without breaching the confidentiality of information as required by paragraph 10.2, the Parties will be free to share with others their targets and achievements under this MoU.
- 8.2 On the Landlord's part, to provide or arrange for workshops for the Tenant and other occupiers on their sustainability initiatives to demonstrate how reductions and savings to energy, water and waste consumption can be made.
- 8.3 The provision of training and education and the communication of achievements to employees.

## **SERVICE CHARGE**

- 9.1 On the Landlord's part, where practicable, the separate identification of the cost of sustainability/environmental initiatives within any service charge account.
- 9.2 On the Landlord's part, the consideration of service charge adjustments to reflect the use of energy and water by individual occupiers.

## **TENANT HANDBOOK**

On the Landlord's part, the provision to the Tenant of a handbook or information pack which includes energy and environmental management information about the Building (including any EPC/DEC ratings and recommendation reports, reduction targets, energy metering and monitoring data, an environmental policy and water performance data and waste strategy data).