

## Contents

---

1. Introduction .....	2
2. IPSA's rules on the office budget.....	2
3. Recommended standards in relation to location, accessibility, size, layout, facilities, condition, specification .....	3
Location .....	3
Accessibility .....	3
Security .....	4
Size and layout .....	5
Specification .....	5
Condition .....	6
4. Matters to Consider When Leasing A New Office .....	7
Flexibility .....	7
Professional Advice .....	7
Occupation .....	8
5. How and when to contact IPSA .....	8
6. Glossary .....	9
7. Checklist .....	11

## 1. Introduction

---

1. Choosing a constituency office can be difficult when there are many factors to take into account. This guide, produced by the Independent Parliamentary Standards Authority (IPSA), sets out some advice for MPs and their staff to consider when choosing an office so that it complies with legal requirements, is secure and provides a comfortable working environment. You should also be aware of Health and Safety and Equality legislation.
2. The House of Commons has produced further guidance on setting up a constituency office, which can be found on the Parliament secure intranet.
3. Please note that this office accommodation guidance is not a mandatory checklist. IPSA recognises that MPs will wish to choose their constituency office to meet their own criteria and that requirements will differ for different MPs.

## 2. IPSA's rules on the office budget

---

4. IPSA provides MPs with an office costs budget to cover the costs of renting, equipping and running constituency offices, surgeries and other activities that support their parliamentary functions. MPs can claim for the costs of more than one office, as long as they stay within their allocated budget. Where MPs share an office, they must only claim for the appropriate share of costs and rent which is proportionate to their use of the shared office. The annual office costs budgets for London and nonLondon MPs are set out in the Scheme of MPs' Business Costs and Expenses.
5. A start up supplement of £6,000 is also available to new MPs, for the duration of the financial year in which they were elected, to help set up a new office. The supplement will be added to the MP's office costs budget and is intended to cover the costs of 'big ticket' items such as computers and desks etc. but is not restricted exclusively to this use.
6. MPs can rent offices from a political party or a local constituency association, but they must provide IPSA with a valuation of the market rate for the contract. This must be prepared by a valuer who is regulated by the Royal Institute of Chartered Surveyors. Any valuation provided must be clear about the evidence which has been used to produce the market rate and any rent agreed by MPs must not exceed the market rate. You can claim for the cost of the valuation.
7. Where MPs give permission for other people to use any part of the constituency office they must charge a fee which reflects the appropriate proportion of the rent and other costs. This fee must be paid to IPSA in its entirety.
8. In order to claim the cost of renting a constituency office, MPs must register the office with IPSA by completing and submitting a Property Registration Form on IPSA Online two weeks before the start of the lease. Further information can be found in section 5 below.

## 3. Recommended guidance in relation to location, accessibility, size, layout, facilities, condition, specification

---

### LOCATION

9. Constituency offices must be based in your constituency, or within 20 miles of the constituency boundary, if you wish to claim the cost of rent from IPSA. You can claim for the associated costs of a home office even if it is outside of the constituency.
10. When choosing an office, you should consider the location within the constituency. Ideally, the constituency office should be located in a key town or village and, where possible, be situated in a location which can be easily accessed from all parts of the constituency.
11. It helps your staff and constituents if the office is within close walking distance of public transport facilities, such as bus, national rail or tram links, where available. It is also helpful if public car parking facilities are available nearby.
12. If you are planning to set up a constituency office for use only by you and your staff, you may decide to choose a less central location. You can then hold your surgeries and constituency events at local public locations such as town or community halls, libraries or political party premises. If you decide to set up an office in this way, consider keeping the address private for security purposes and using a Post Office box address for correspondence.

### ACCESSIBILITY

13. A constituency office should be accessible for you, staff members and visiting constituents. The Equality Act 2010 requires that the premises be accessible for disabled users. Where an office is not accessible for disabled users the landlord or agent of the property has a duty to make reasonable adjustments. An MP, as an employer, also has a duty to make reasonable adjustments for their employees.
14. Where possible, premises should already be accessible to all your constituents rather than needing work to make the office accessible after you have moved in.
15. Where you incur additional costs as a result of making reasonable adjustments in the performance of your parliamentary functions which are attributable to a disability, whether yours, or of a staff member, volunteer, job applicant or constituent visiting the office, you can claim for disability assistance from IPSA. You can contact us for further information and advice or make a claim setting out the nature of the disability in question and the assistance required.

## SECURITY

16. There are recommended security measures for all MPs, agreed by the National Police Chiefs Council and funded by IPSA. The Parliamentary Liaison and Investigation Team advises MPs on security, and the Parliamentary Security Department (PSD) manage the contract with Chubb Fire and Security to install the recommended security measures to MPs' properties.
17. When choosing an office, you should consider its location and accessibility from a security perspective. For example, you may consider renting an office in a shopping centre or a managed office block where there are existing security measures in place. The Members Security Support Service Personal Security Advisers can advise you on choosing an office that is secure, together with the layout of the office. They can be contacted on 020 7219 2244.
18. PSD recommend that all MPs have a security survey at their constituency office to assess whether any of the following measures should be installed:
  - A police monitored intruder alarm and panic button system
  - Recordable video intercom and access control system (for the safety of MPs, staff and visiting constituents, it is recommended that entry to the constituency office can be controlled via a video entry system so that MPs and staff have sight of visitors before granting access)
  - External lighting to entrances/exits
  - Physical works to windows and doors (e.g. upgraded locks, anti-shatter glazing film)
  - Secure external mailbox or fireproof mailbag
  - Lone worker devices
19. To book a security survey, you should contact Chubb on 0344 879 1046 (dedicated Member helpdesk) or email at [safe@chubb.co.uk](mailto:safe@chubb.co.uk).
20. Chubb will attend the property to survey for the recommended measures for MPs and send you their recommendations. Once you have signed off the survey report paperwork and returned it to Chubb, the Members Security Support Service will work with IPSA to arrange funding for the security measures.
21. Where a constituency office is located on the ground floor and is visible from street level, there may be additional security implications. Consider premises that have retractable steel security window shutters to reduce the risk of break-ins. Ground floor premises are particularly vulnerable to burglary, and from a security perspective the use of laptop rather than desktop computers is recommended so that they can be removed from the premises when the office is not occupied.
22. Where possible, premises should already have security systems in place rather than require you to fit them and fund them once the office is in use.

## Size and layout

---

23. The maximum number of employees that can work permanently within the constituency office will be restricted by factors such as fire safety, fresh air provision and welfare facilities. It is important that you comply with such regulations. You will also need to obtain the landlord's consent where undertaking fitting out works, or alterations and you should ensure that you are aware of any building regulation or landlord's restrictions before signing a lease.
24. As a guide when considering what size office you need, The Government's National Property Controls Civil Service Guidelines require that all civil service departments and their agencies meet an average space usage target between 8 to 10 square metres per full-time equivalent (FTE).
25. The target space includes an allowance for a reception area, meeting room, walkways and kitchen facilities but excludes toilets. Hence, an MP with four FTE staff members in their constituency office should consider offices no smaller than 32 square metres.
26. Some office buildings incorporate building services such as air conditioning systems that are designed to operate on an occupancy ratio of one person per 107 square feet / 10 square metres, which may dictate the volume of office space to be leased. The landlord or their letting agent will be able to advise you about this.
27. It is recommended that the office has a reception area for visiting constituents and at least one private meeting room, along with a kitchen or tea point to cater for staff and guests.
28. Constituency offices can vary in layout and there are no general rules relating to the layout. However, in general, a smaller office that is rectangular in shape and on a single floor may be better able to accommodate staff comfortably, compared to office space that has an irregular shape. In addition, leasing office space on one floor rather than more than one floor can help you maximise floor space efficiencies.
29. You should consider whether the office space represents good value for money. Rent, business rates and service charge annual running costs are typically calculated on a 'pound per square foot' per annum basis, and this can be used to compare the cost of different offices before choosing one.

## SPECIFICATION

30. The constituency office should, as a minimum, have functional central heating. Air-conditioning or comfort cooling is desirable but is not essential. However, where they are provided, you should ensure these services are fully operational and performing properly.
31. The constituency office should have power and data connections, which will typically be accessible via a raised floor, perimeter trunking or wall mounted power and data points. If a new data or telecoms line is required, check the lead-in period for connection with the service provider, as they can sometimes range from 6 to 12 weeks.

32. Lighting will vary depending on the age and quality of the office space. Poor lighting can not only affect the health of people at work causing symptoms like eyestrain, migraine and headaches, but it is also linked to Sick Building Syndrome in new and refurbished buildings. Symptoms of this include headaches, lethargy, irritability and poor concentration. For further information on lighting please see the guidance from the Health and Safety Executive . The type of lighting fitted should be stated in the landlord's marketing materials. If not, ask the landlord or the landlord's letting agent to confirm the type of lighting that has been fitted.
33. In most cases, landlords will offer office space to let on the basis that it will be the tenant's responsibility to fit out the space with reception area, meeting rooms and kitchen or tea point facilities, at the tenant's expense. Where possible premises should, as much as possible, be already fitted out to meet your needs.
34. Employers have a duty under the Health and Safety at Work etc Act 1974 to ensure, so far as reasonably practicable, the health, safety and welfare of their employees at work. People in control of non-domestic premises also have a duty towards people who are not their employees but use their premises .

### CONDITION

35. If the office space is available in a refurbished condition, it is typical for the tenant to be responsible for returning the property in the same condition (i.e. in a full state of repair, redecorated and re-carpeted and with the tenant's fitting out works removed) at the expiry or earlier termination of the lease.
36. If the office space is available in a used or second-hand condition, you should check whether the landlord expects the premises to be handed back in a refurbished condition. If the office space is not refurbished, the repairing obligations should be limited by appending a photographic Schedule of Condition to the lease.
37. If the building was constructed prior to the year 2000, you should ask the landlord to provide an asbestos register. If there is asbestos, the tenant has a duty to monitor the condition periodically. The advice of a building surveyor should be sought.
38. If the building is in a poor condition, you should check whether the landlord is offering a service charge cap to limit the tenant's exposure to increasing repair or maintenance costs.
39. You should check the office has fibre broadband, although the speed and type of broadband available can depend on the office location. MPs are entitled to three centrally provided broadband connections funded by the House of Commons for the duration of their term.

## 4. Matters to Consider When Leasing A New Office

---

### FLEXIBILITY

- 40. As General Elections can be called unexpectedly, you should ensure that your lease allows you to end the lease at short notice. When negotiating a lease, it is strongly recommended that you seek to include a break clause with a notice period of two months.
- 41. IPSA provides a two-month winding-up budget to cover office rent and other necessary costs. Failure to have a two-month break clause will mean that a former MP will be liable to pay the rent for all or part of the remaining contract. In that event, it may be possible to surrender the lease back to the landlord or sub-let or assign the lease to another tenant; however, there would be significant associated costs and professional advice may be required.

### PROFESSIONAL ADVICE

- 42. You may require the services of a property solicitor to carry out title searches, advise on adverse rights that may affect the property, the landlord's proposed lease terms (which can be heavily weighted in favour of the landlord) and make any necessary amendments to the draft lease. If, for instance, the landlord is discovered to be illegally subletting, the lease will be invalid and you may be liable for other office costs such as energy bills.
- 43. It is strongly recommended that a building survey is carried out before exchange of contracts to check the state of repair and that any passenger lift and air conditioning systems, for example, are fully functioning. Once exchange of contracts takes place the tenant will typically become liable for the cost of repairs.
- 44. You should also consider whether to employ the services of a local property consultant to assist in searching for suitable premises and to negotiate the terms of the letting (see below) using their market knowledge. A local property consultant is more likely to secure a better financial letting package in terms of rent discount, rent free period and capped service charge.
- 45. However, as set out above, when negotiating the terms of the lease please remember that a twomonth break clause (in the event of an unexpected election) is very important.
- 46. Depending upon the length of lease to be granted, it may be possible to negotiate a rent-free period at the outset of the lease. The level of rent-free period will vary depending on the length of lease and the timing of landlords' and tenants' break options.
- 47. When negotiating for a new office, it is market practice for the key points of the lease to be set out in a Heads of Terms document, prior to instructing solicitors to draft the lease. For details of provisions set out in the Heads of Terms please see the glossary.

## OCCUPATION

48. Once in occupation, you should be aware of the need to carry out the following checks:
- A fire risk assessment in compliance with The Regulatory Reform (Fire Safety) Order 2005.
  - Periodically testing the electrical installation in compliance with The Electricity at Work Regulations 1989.
  - Water testing for Legionella in compliance with the Health and Safety at Work etc. Act 1974.
  - Gas testing (if applicable) to gas burning appliances in compliance with Gas Appliances (Safety) Regulations 1995.
  - Periodically monitor the condition of Asbestos, if present, in compliance with the Control of Asbestos at Work Regulations 2012.
49. Any alterations to the constituency office should comply with:
- The Building Regulations 2010.
  - The provisions of the lease, which often prohibit structural alterations and require landlord's consent for any non-structural alterations.
50. You must also be aware of your obligations, as a tenant, in accordance with the covenants of their constituency office lease and should consider taking out insurance to protect against those obligations.

## 5. How and when to contact IPSA

---

51. In order to claim the cost of renting a constituency office, you must register the office with IPSA two weeks before the start of the lease. To register a new office please complete the Property Registration Form which can be found at IPSA Online.
52. IPSA can make direct payment to the landlord or the agent, if you complete and submit the Property Registration Form, along with a copy of the signed lease. The payments will be deducted from your office costs budget.
53. You must inform IPSA of the start date, end or renewal date as well as any changes to the contract. You also need to send IPSA a new lease before the end of the existing one as IPSA will stop paying rental costs the day a contract expires. When informing IPSA of an updated or amended lease, you should submit a Property Amendment Form which can also be found at IPSA Online.



54. You should inform IPSA immediately of any major problems with the rental property such as flood or fire, so we can cancel or reduce any rental payments as soon as possible. If you do not inform IPSA of problems and IPSA continue to pay rent, IPSA may need to seek reimbursement from you, depending on the circumstances.

## 6. Glossary

---

55. This glossary has been provided to help you understand terms which may appear in your leases.

**Alienation** The ability for the office to be sub-let or for the lease to be transferred or assigned

**Annual running costs** Rent, business rates, service charge and building insurance premium for the duration of the lease, subject to any rent free period that can be negotiated. Where the landlord has elected the property for value added tax, VAT will be payable on the rent and service charge

**Capital costs** Fitting-out costs, i.e. the installation of kitchen facilities and partitioning to create a meeting room(s), office furniture, data / telecoms cabling, solicitor's building surveyors and property consultancy fees and a rent deposit (where requested by the landlord)

**Exit costs** the obligation at the end of the lease to return the office in a full state of repair, re-carpeted, re-decorated, including the removal of the fitting out works such as partitioning and kitchen facilities

**Legal fees** It is usual for the landlord and the tenant to each bear their own legal fees

**Re-instatement** The tenant's obligations to maintain the premises for the duration of the lease and remove the tenant's fitting out works

**Rent** Typically listed as an annual figure or as 'pounds per square foot per annum', exclusive of VAT, business rates, service charge and buildings insurance

**Rent free period** It may be possible to negotiate a rent-free period depending on the prevailing market conditions, the length or value of which will be influenced by the length of lease and serving of any landlord or tenant break options

**Rent review** There may be a provision for the rent to be reviewed at the 3rd or 5th year

**Service charge** Where a building is multi-tenanted, typically the tenants will pay a service charge to cover the costs incurred by the landlord in repairing and maintaining the common parts and exterior of the building. Where an entire building is leased by a single tenant, the tenant may be directly liable for all of the repair and maintenance costs, both internal and external, so a service charge may not apply

<b>Term</b>	The agreed lease length, including any options for the tenant or landlord to break the lease before the lease expiry date
<b>The demise</b>	Identifying the premises that are to be leased to the tenant, including the total net internal floor area
<b>Yielding up</b>	The condition in which the premises must be returned on expiry of the lease

## 7. Checklist

---

CHECKLIST QUESTIONS	YES	NO
Is the office located in the Constituency and is easily reachable by the majority of the constituents?		
Is the office affordable?		
Is the office large enough to house the MP and all constituency staff?		
Is the landlord/landlord's agent willing to include a 2-month break clause?		
Have you contacted Chubb for a security survey?		
Have you considered what security measures are in place?		
Does it have a private meeting space?		
Does the office have suitable communication points (fibre broadband, telephone and data points)?		
Have you had a building survey undertaken?		
HAVE YOU REGISTERED THE PROPERTY WITH IPSA ONLINE?		