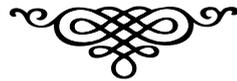


THE
RESIDENTIAL LETTINGS
SERVICE



Terms & Conditions



SERVICES OUTLINE

To outline our current range of Professional Letting and Property services, Fishers are pleased to present you with this brochure that details the range of our services, combined with our current Terms and Conditions in detail.

Because this document forms the basis of our agreement it is important that you read and understand it fully. Please address any queries you may have to us for clarification before agreeing to be bound.

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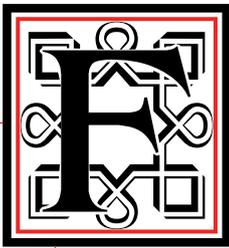
THE FURNITURE & FURNISHINGS (FIRE) (SAFETY)
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INTRODUCTION



Fishers is one of the most respected independent property letting and management specialists in the Midlands. Founded in 1913 by George Fisher, the firm quickly gained an enviable reputation for providing a professional and trustworthy service, particularly among the developing and exclusive Edwardian suburbs of Birmingham.

As demand for specialist estate management grew, Fishers moved from its original Cheapside premises in Birmingham's city centre, to Edmund Street. In 1952 the firm relocated once again to the prestigious offices it still occupies today at 20.22.24, High Street, Harborne.

With over 100 years of experience the firm has been led by three principals over that period, the present Managing Director having joined the firm in 1981. Fishers' current staff between them can muster over 250 years' experience in this industry. This history and experience far exceeds any of our rivals and brings confidence to our clients.

Fishers are bonded members of the nationally recognised Association of Residential Letting Agents ~ ARLA.

Appreciating the importance of finding the right tenant for each client. Fishers dedicated and friendly staff ensure that the requirements and interests of each client are met and maintained. Proud of having retained our independence, while remaining a family firm, Fishers' aim is to offer our clients peace of mind, together with a successful and profitable tenancy.

AREAS of EXPERIENCE

PROPERTY MANAGEMENT & LETTING

We are a team of dedicated and experienced professionals with an existing management portfolio of many hundreds of houses. Fishers is a bonded member of 'The Association of Residential Lettings Agents' ARLA

REPAIRS SERVICE

In conjunction with our Property Management Division we have a dedicated repairs and renewal section controlling an annual budget of many hundreds of thousands of pounds. Although not having any directly employed trades people, we have established links with many keen and competitive local building firms.

SURVEYING

Our Surveying Department includes both Chartered general purpose and valuation surveyors and Chartered structural surveyors capable of condition surveys and project management, who are able to deal with any or all property and valuation matters.

LEASEHOLD REFORM

We actively manage many hundreds of Freehold Ground Rents and have over many years acquired considerable expertise in both the acquisition and disposal of these interests. We shall be pleased to act for either landlord or lessee if so required.

LEASEHOLD EXTENSIONS

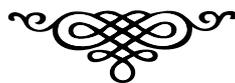
New legislation gives both investors and owner occupiers of flats the right to acquire a 90 year extension on top of the existing Lease term and in the case of houses an extension of 50 years thus increasing the value and longevity of the asset. Fishers have considerable expertise in this field and would be pleased to act in the event this course of action is considered advantageous.

AGENCY SALES

Although not actively engaged in Agency Sales, as we perceive this to be a dilution from our core management function, we would be happy to work together with your appointed Agent if appropriate. Please do however note our Agency terms should we introduce a purchaser.

ACCOUNTS DEPARTMENT

Fishers accounts department collects many millions of pounds for our clients. The Accounts team is equipped with the latest technology in order to deal with your enquiries promptly and efficiently, from producing monthly rent accounts through to annual statements for tax purposes. This facility also enables Fishers to electronically transfer monies to clients' accounts, if required.



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NON MANAGED SERVICE

If you are contemplating using our Non Managed Service then we would particularly draw your attention to our Terms and Conditions which stipulate that a 10% commission will be payable to Fishers for so long as any tenant introduced by Fishers continues in occupation of the property

Our Terms and Conditions can be downloaded in Pdf format from our website Fishers .co.uk.

1 ~ Upon instruction from our Client we will circulate details of the property to suitable prospective applicants.



2 ~ Due to our continuous and trustworthy reputation in the field of Property Letting over the years, Fishers has developed close links with a wide range of major Companies in the Birmingham area, who are provided, on a regular basis, with a list of currently available properties suitable for their key members of staff, requiring short or long term Company lets.



3 ~ Fishers advertise in newspapers locally, nationally and internationally on their own website and on the pre-eminent national property websites Rightmove and Prime Location.



Once a suitable applicant has expressed interest in taking the property we can negotiate all the terms and conditions of the proposed tenancy for inclusion in the tenancy agreement for our Clients. This includes:-



4 ~ Taking up references on the proposed Tenant as appropriate.



5 ~ Preparing the Tenancy Agreement and obtaining the Tenants signature. Collecting from the Tenant the initial rental payment and deposit called for under the Agreement.



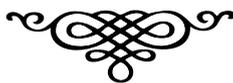
6 ~ Arranging at the end of a Tenancy for the inventory to be checked.

Please Note:

Fishers are not able to enter into negotiation with a Tenant in this regard unless they are retained as property managers.

Upon completion of the tenant introduction, Fishers will be pleased to offer a complete management service to our clients. This assures our full attention throughout the tenancy, bringing complete peace of mind to busy or overseas Landlords.

In a majority of cases a successful letting has resulted in the Tenant seeking an Extension of Tenancy. If required Fishers can prepare all the necessary documentation for the Extension of a Tenancy for our clients.



Please Note:

Where they are known Fishers will advise the utility companies Gas, Electricity. Upon an initial letting but not subsequently Water and Council Tax offices are advised of changes of occupant. It is not possible for Fishers to arrange for the connection or disconnection of telephone services.

Fishers are unable to advise the utility Companies of meter readings taken by Landlords or Tenants.

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MANAGEMENT**

FULL MANAGEMENT SERVICE

In addition to Fishers Non Managed Service, we can also provide a comprehensive Management Service that addresses the specific requirements of overseas or busy Landlords. The Management Service is designed to provide assurance to our Clients and our Tenants that where the letting of the property is managed professionally, from the collection of rental through to maintenance, repairs and servicing of appliances in the property where necessary. Above all assuring our Clients and their Tenants peace of mind. The full range of Management services includes:-

❖
1 ~ Arranging for the collection of rental, according to the terms of the tenancy agreement.
(See General Information section)

❖
2 ~ Preparing and submitting a monthly rent statement by e-mail to the Landlord or his Accountant if given prior notice of this requirement.

❖
3 ~ Transferring the net monies to the Landlord.
(See General Information section)

❖
4 ~ As instructed by you, Fishers will pay Ground Rents, Service Charges, Insurance Premiums and any other regular outgoings out of the rental income as and when received. However, you must notify the relevant bodies to send their accounts to us for payment, as we can only effect payment on receipt of an invoice. We do our best to query any obvious discrepancies, but it must be understood that we are entitled to pay without question, demands and accounts that appear to be in order.
We are unable to make mortgage repayments on behalf of Landlords.

❖
5 ~ We are able to deal with the day-to-day maintenance, repairs and servicing of appliances up to a maximum cost of £300.00 per item. Wherever practicable we will obtain estimates and submit them for approval prior to the commencement of the works. However, in emergencies and when we consider necessary, we will act to protect your interests without consultation. Where repairs, renewal and redecoration are likely to cost more than £300.00, an additional supervisory fee will be charged by Fishers. Any professional fees incurred in conjunction with the works must be borne by the Landlord.

❖
6 ~ Should a client have in place any Service Contract or insurance covering appliances they should:
(a) Advise Fishers accordingly.
(b) Ensure that fail-safe procedures are adopted to effect renewal if required.
Fishers cannot renew or be responsible for renewal of such contracts.

❖
7 ~ We will be pleased to process small insurance claims on your behalf, arrange quotations and where appropriate deal with Loss Adjusters as appointed by the insurers. We will make a charge for this service.

❖
8 ~ During the course of our management periodic visits to the property by Fishers' staff or contractors will naturally occur. Any Problems will be addressed and brought to the attention of the landlord. Such visits are not logged unless action is required subsequently. It must be understood that these inspections can only provide a superficial examination and are not intended to be a structural survey or inventory check. Additional inspections can be made at the Landlord's request, but a further charge may be made.



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9 ~ At the end of the Tenancy Fishers will arrange for the inventory to be checked and for a simple schedule of dilapidations (if any) to be prepared.



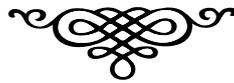
10 ~ Fishers will seek to arrive at a swift and fair compromise in the event of a dispute ARLA arbitration. Should this not be possible, any costs incurred in legal action together with Fishers own costs in connection with any legal or complicated dispute must be met by the Landlord, whether recoverable from the Tenant or not.



11 ~ We strongly recommend that Landlords make arrangements to have their post forwarded by the post office to a suitable address. Fishers cannot undertake to collect or forward post.



12 ~ Unless specific written arrangements have been made to do so Fishers do not undertake the management of a property before the commencement or after the expiration of a tenancy, nor during any period between tenancies.



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EStATE AGeNCY CoNTRaCT

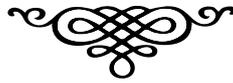
It is frequently the case that Client Landlords ultimately wish to sell their property and unsurprisingly the Tenants whom we introduce to a property sometime wish to buy; alternatively we can frequently introduce investor purchasers.

We are required to draw your attention to the fact that key to our contract as your Agents is to effect an introduction which results in a benefit to you our Client whether as Letting Agents or as Selling Agents.

As Selling Agent rather than Letting Agents please be advised that in the event that a sale of the property should be agreed with the Tenant or any associated party or any other willing and able purchaser introduction by or through Fishers are entitled to commission at 2% plus VAT of the sale price. The commission is to be deducted from the sale proceeds by the Landlords Solicitor.

TRANSFER COMMISSION PAYABLE UPON A TRANSFER AWAY FROM THE ORIGINAL LANDLORD

In the event a property is transferred away from an original client, the Landlord hereby undertakes to make any transferee responsible for the continued payment of commission to Fishers for so long as any transferee continues to enjoy the benefit of a tenant introduced by Fishers in accordance with this contract. In the event of default by any transferee, the original Landlord will continue to be responsible for the settlement of commission despite the transfer of the property.



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GENERAL INFORMATION

For your information we have drawn up a list of essential points which we feel all our Clients should be fully aware of and understand before undertaking a tenancy with Fishers. We trust that you will find this list helpful and informative.

THE TENANCY AGREEMENT

Fishers can prepare a Tenancy Agreement using their standard form based on the contract recommended by ARLA. The Contract was created in consultation with the Office of Fair Trading and best protects the interests of Landlord and Tenant. There is no charge for the preparation of this document. While the basic form of our Tenancy Agreement can be tailored to meet individual needs, we can take no responsibility in relation to its use in a particular case and you must rely entirely on your own legal advice in this connection.

HOUSING ACT 1988

A tenancy granted to an individual on or after 15th January 1989 is subject to the Housing Act 1988. When a Landlord wishes to determine the tenancy (subject to the provisions of the Agreement) he is required to serve a minimum two months notice to expire at the end of the tenancy (or on the same day in any subsequent month) on his Tenants in the prescribed form. On instruction Fishers are able to serve such notice on your behalf.

INVENTORY

It is desirable to have a detailed inventory of your property. Where we are retained as Property Managers we will prepare a simple list of the contents of the property for submission to, amendment by, and the approval of the Tenant. Should the Landlord wish he may prepare a more detailed inventory stating both the contents and their condition for the Tenant's approval. It is the Landlord's duty to satisfy himself as to the accuracy of the inventory and Fishers cannot accept any liability for any claim arising out of an inventory.

DEPOSIT

From 6th April 2007 all tenancy deposits taken (e.g. tenants' money held against possible damages and dilapidations etc) by landlords (or agents on behalf of Landlords) in connection with an Assured Shorthold Tenancy (AST) must be protected by law under one of two types of statutory Tenancy Deposit Protection (TDP) schemes - a single Custodial scheme, or one of two Insurance-based schemes - a single Custodial scheme, or, one of two Insurance-based schemes. Fishers have joined the custodial Deposit Protection Scheme. The deposit will be dealt with in accordance with the rules of the scheme. Should the Landlord need to be represented in relation to a dispute over the deposit Fishers will make a minimum charge of £250. plus VAT. This sum cannot be recovered from any claim even following a successful action. Full details of the scheme are available on www.depositprotection.com

Fisher make an administrative charge to help cover some of the burden of this requirement of £15 plus VAT on each occasion that a deposit is registered and placed with the Deposit Protection Service.

RENTAL

Rent collected will usually be exclusive of all outgoings for which the Landlord is responsible (Service charges, Ground rent, Insurance premiums, etc.) with Gas, Electricity, Telephone. Fuel Oil (if any) Water and Council Tax usually being paid by the Tenant.

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ACCOUNTING TO LANDLORDS

Fishers will use their best endeavours to collect rent due but clients should be aware that any failure to pay rental is the responsibility of the tenant. Fishers will, at their discretion, instruct solicitors on behalf of the Landlord to recover arrears of rental, damages and possession as appropriate. The cost of such action will be borne by the Landlord.

Landlords should note that ten working days' clearance is required for rental payments made by their Tenant. Statements detailing all payments made and received are sent monthly.

Any interest accruing in any interest bearing account will be retained by Fishers to reduce overhead generally. We can forward copies of all statements to your Accountant or Financial Advisor. However, we can only do so when given prior notice of this requirement. Should they or you require further copies, an additional charge shall be made.

LANDLORD - TENANT ACT 1987

(See also "Overseas Client" section)

Section 48 of the Act provides that written demands for rental from Tenants should include an address within England and Wales at which the Tenant may serve Notices upon their Landlord. Under section 47 of the Act, and where an element of service charge is being requested, in addition to rental the demand should provide the Tenant with:

- a) the name and address of the Landlord,*
- b) should the Landlord reside outside England and Wales, an address in England or Wales where Notices can be served.*

In the event that we make a written demand for rental from your Tenant, we will require the above information.

SUBLETTING

It is essential if you are a Tenant or Lessee that you obtain permission to sublet from your Landlords if this is required according to the terms of your lease, prior to any Tenant being found for you. The tenancy must expire prior to the termination of your lease.

MORTGAGES

Permission is normally required by any Mortgagee to sublet the property and it is advisable to obtain this permission, in principle, prior to a Tenant being found. Mortgage Companies usually charge a fee for issuing the Letter of Authority to sublet. Fishers will be happy to assist you if required.

COUNCIL TAX

Landlords should note that Tenants are in most instances responsible for the payment of Council Tax. However, there are exceptions, e.g., where a Tenant is a student paying Council Tax to another authority, or where the property is deemed to be in multiple occupation. Clarification should be sought from the relevant Local Authority.

Landlords are responsible for the payment of Council Tax and Water Rates on void property.



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LANDLORD'S RESPONSIBILITY

It is the Landlord's duty to advise Fishers of all relevant information concerning the property, including and not limiting in any way the obligation to inform us of the existence of any enforcement notice or covenant or restriction affecting the use of the property. Further, the Landlord warrants that he will promptly pay all Ground Rent, Service Charges, Insurance premiums and Mortgage payments concerning the property and any hire purchase or similar payments concerning the contents of the property.

It is the Landlord's duty to advise Fishers if the Landlord has or intends to appoint another Agent in respect of the property. Where Fishers incur abortive costs as a consequence of failure to advise them of the retention of another Agent, or when Fishers are not advised that the property has been let elsewhere, those costs will be recoverable in full. If Fishers are not retained to manage the property during the tenancy, the Landlord must make adequate alternative arrangements and advise the Tenants accordingly.

PRIOR to LETTING

The Landlord must ensure that the property is well cleaned throughout. All machines, appliances, heating and water systems should be in excellent working order and recently serviced.

Clear instructions for use must be left. Carpets, curtains, blankets, duvets, bed covers and chair covers should be professionally cleaned where possible.

Windows should also be cleaned and gardens well maintained.

Gas SAFETY (INSTALLATION & USE) REGULATIONS 1994

These regulations place the onus squarely on the landlord and his agent to ensure that the gas installation and appliances provided in a property are certificated as being safe by a CORGI qualified fitter and are serviced and re-certificated every twelve months.

HOUSES IN MULTIPLE OCCUPATION

Local Authorities now have the power to define what is a house in multiple occupation in their area, require it to be licensed and to conform to very onerous safety criteria. At the time of publication the Local Authority define houses built on more than two floors and which are occupied by five persons or more to be houses in multiple occupation. Fishers will not undertake the letting or management of houses in multiple occupation.

FURNITURE & FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) 1993

These regulations stipulate that all furniture and furnishings in rented properties pass the "cigarette test".

For full details see later section.

BETWEEN LETTINGS & RELETTING

Whilst the Tenant is responsible for any dilapidations over and above fair wear and tear, it may be that comprehensive cleaning, including carpets and soft furnishing, is called for to encourage a future letting. Similarly, gardens will frequently benefit from a complete overhaul.

Whilst this work will be authorised by Fishers at their discretion and at the expense of the Landlord, the benefits accruing by way of a swifter letting to a Tenant are self evident.

RELETTING

When Fishers are engaged to rent and manage a property, should the property fall empty, Fishers will seek to relet it unless they have instructions to the contrary from the client. Thus when you wish to cease letting you should advise Fishers in writing as soon as possible.

FIRE REGULATIONS

Fire and other safety regulations see later section.

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ENERGY PERFORMANCE CERTIFICATES

ENERGY PERFORMANCE CERTIFICATES (EPC) became mandatory for all new lets with effect 1 October 2008. With effect 6 April 2012 it became illegal to advertise any property to let in any written format whether printed or electronic without the front page of an EPC for that property being attached to the advertisement. Thus an EPC must now be commissioned as a matter of urgency when first a property is let.

1 ~ An EPC is mandatory for all new lets



2 ~ An EPC will be valid for ten years



3 ~ It can be renewed at any time should the landlord have carried out any work to improve the efficiency of the property



4 ~ An EPC will not be required for a renewal of tenancy



5 ~ It applies to all residential tenancies regardless of the tenure type



6 ~ A landlord is not required to carry out any of the works suggested as a means of improving the property



7 ~ An EPC will comment on any white goods left as part of the inventory of the property



8 ~ An EPC must be available to any prospective tenant before they have committed to the property or have viewed the property



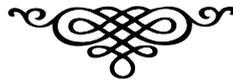
9 ~ The tenant must be provided with a copy of the EPC before the start of the tenancy



10 ~ An EPC is carried out by a domestic energy assessor. Fishers will be pleased to arrange for the production of an EPC from a suitably qualified assessor at the cost £78.00



11 ~ Should a client not wish Fishers to produce an EPC but instead arrange for the production of their own, Fishers will need to be in possession of an EPC prior to marketing any property



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PROFESSIONAL FEES

Since Fishers offer two levels of service to their clients our fee structure has been tailored accordingly.
However note: that commissions continue to be payable for so long as any tenant introduced by Fishers continues in occupation.

OUR NON MANAGED SERVICE

10% plus VAT of the rental payable for the full term of the tenancy subject to a minimum sum payable of £300.00 plus VAT. This fee is payable in full upon the signing of the tenancy agreement. A single administrative charge of £25 plus VAT to cover the cost of protecting and placing the deposit in the Deposit Protection Service - see page 7.

EXTENSION / RENEWAL / TRANSFER

Where a tenant introduced by Fishers remains in occupation of a property beyond the initial period of any tenancy a continuing commission at the agreed rate will be payable to Fishers for so long as that tenant remains in occupation of the property. Thus for the avoidance of doubt our relationship with our landlord and the **requirement to pay commission continues for so long as any tenant introduced by Fishers continues in occupation.**

Where a property is transferred with the benefit of a tenant introduced by Fishers, Fishers commission will continue to be payable. The landlord thus undertakes to make any transferees responsible for the payment of Fishers' commission but in the event of any default the landlord will remain contractually bound for its settlement.

OUR FULL MANAGEMENT SERVICE

Our Full Management Service includes our Location of Tenant service. Fishers will account to the Landlord monthly, commission being deducted at the end of each month.

❖
1 ~ The successful introduction of a Tenant by Fishers invokes acceptance of the terms and conditions herein contained.

❖
2 ~ Where Fishers are appointed to introduce a Tenant to a property, upon introducing a ready, willing and able Tenant, should the Landlord elect to withdraw from the transaction prior to formalisation of the lease, a charge of 5% plus VAT of the rental payable for the full term of the abortive Lease.

❖
3 ~ In the event the Landlord terminates Fishers appointment other than for breach of contract, yet enjoys the benefit of a letting of a property to a Tenant introduced by or through Fishers, a fee of 10% plus VAT of the rent passing will remain payable for as long as the Landlord enjoys the benefit of that Tenant.

❖
4 ~ In the event that the Landlord arranges to terminate a tenancy before its due date and there is no such provision for such termination within the Tenancy Agreement, Fishers are entitled to fees for the full term of the Tenancy as written in the Agreement.

❖
5 ~ The Letting fee is subject to a minimum of £300.00 plus VAT, save upon extensions or renewal.

❖
6 ~ The Management fee is payable monthly.

❖
7 ~ All fees are subject to VAT at the current rate.

❖
8 ~ In the event that a tenant defaults in the payment of rental despite all reasonable steps being taken to recover such arrears, the Landlord shall be entitled to a reimbursement of overpaid commission.

❖
9 ~ A Landlord shall give seven days written notice of his intention to withdraw his instructions to let. Failure to do so where a letting has been agreed to a ready, willing and able Tenant will result in a Location of Tenant Fee being payable to Fishers (reference Professional Fees)

❖
10 ~ In the event that a sale of the property should be agreed with the Tenant or any associated party during or after the Tenancy and contracts should be exchanged, Fishers are entitled to commission at 2% plus VAT (equivalent to their normal sole agency rate) of the sale price. The commission is to be deducted from the sale proceeds by the Landlord's solicitor

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NOTES

Gas Safety (Installation & Use) Regulations 1994

Regulations apply from 1st October 1994 to all rented properties.

They state that:

"It shall be the duty of any person who owns a gas appliance or any installation Pipework installed in premises or any part of premises let by him to ensure that such appliance or installation Pipework is maintained in a safe condition so as to prevent risk of injury to any person..."

And that person should:

"Ensure that each appliance to which that duty extends is checked for safety at intervals of not more than 12 months by, or by an employee of, a member of a class of persons approved for the time being by the Health and Safety Executive..."

And that he:

"Keep a record in respect of the appliances to which that duty extends of the dates of the inspection, the defects identified and any remedial action taken..."

In addition:

"The record referred to above shall be made available upon request and upon reasonable notice for the inspection of any tenant who may be affected by the use or operation of any appliance to which the record relates..."

What does Gas Appliance Mean?

"Gas appliance" means an appliance designed for use by a consumer of any mains, propane or calor gas for heating, lighting, cooking or other purposes for which gas can be used.

This obviously includes central heating systems and other heaters, cookers or any fitted gas appliance.

What about "Gas Pipework"

"Gas installation pipework" means gas pipework, valves, regulators and meters.

What are Landlords Responsible for?

The landlord of a let property must not use or permit a gas appliance to be used it at any time he knows or has reason to suspect that:

- a) There is insufficient supply of air for the appliance for proper combustion.
- b) the removal of the products of combustion from the appliance cannot safely be carried out.
- c) the room in which the appliance is situated is not adequately ventilated.
- d) any gas is escaping from the appliance or any connecting gas fitting.
- e) the appliance is so faulty or maladjusted that it cannot be used without danger.

Who is Allowed to Install & Check Gas Appliances & Pipework?

Only companies or individuals who are approved by the Health and Safety Executive may carry out installation and checking of gas appliances and pipework, fittings and meters. This means Gas Board employees CORGI registered companies or individuals, approved for work on residential property.

Are there Regulations Regarding the Type of Appliance Installed

All gas appliances installed must be able to be used safely. There are restrictions on the type and heat output of appliances that may be installed in rooms intended for sleeping or in bathrooms and shower rooms. CORGI registered or Gas Board engineers will be able to advise you.

What Documents should Landlords have?

Letting Agents acting for their landlords are guilty of a CRIMINAL OFFENCE if annual inspections and any necessary repairs or maintenance are not carried out. Therefore, when appliances have been checked and service contracts arranged, landlords must ensure that they receive (from the person who carried out the work) an or official record of the engineer's name, address, the work carried out and the date.

Copies of all service contracts and appliance checks must be passed to your letting agent for the property file.

HOW FISHERS CAN HELP

We have established a close working relationship with a CORGI registered gas appliance installer. Unless the landlord has arranged prior to our management to have the appropriate certificate issued, upon instructions being received, we shall ask a CORGI registered installer to initiate the appropriate service and put in place an annual service contract.

Any remedial or safety work required will be carried out by them up to a maximum of £300 (beyond which you will be contacted if possible). They will provide a service of the standard required to comply with current legislation and annually will repeat no less than a safety inspection as required by law. All this will fall within their Gold, Silver or Bronze star service contracts, details of which will be provided on request.

If you already have in place a service contract whether with the Gas Board or with another CORGI registered installer, you should advise us in writing as soon as management instructions are given.

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THE FURNITURE & FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATION 1993

These regulations aim to improve safety by requiring all furniture and furnishings in rented properties to pass the "cigarette test".

Most new furniture is marked with a ticket to show that it passes the tests.

After 1st January 1997 all furniture and furnishings supplied, whether new or old, and whether or not previously incorporated in a letting, must comply.

Furniture and Furnishings that will have to Comply

The Regulations apply to all upholstery and upholstered furniture and loose fittings, permanent or loose covers including: beds, mattresses, pillows, settee, armchairs, scatter cushions and bean bags.

Carpets and curtains are not covered by the Regulations.

Introducing New Furniture

All furniture and furnishings introduced into a let property after 1st March 1993 regardless of whether it had been let prior to 1st March 1993, must comply with the Regulations. Most furniture manufactured since 1988 will probably comply.

Exclusions to the Regulations

Furniture that was manufactured before 1st January 1950 does not need to comply with the regulations, as apparently the inflammable materials were not in use prior to 1950. This exempts 'period' or antique furniture.

Penalties for Non-compliance

The offence carries a punishment of six months imprisonment or a 'level 5' fine, currently £5000, or both. These penalties are only for non-compliance. Should there be a fire at the property and it can be proven that the non-compliant furniture aggravated the fire, the Landlord could be held liable, and subject to a damages claim from injured parties. Landlords insurance cover may well be voided by the insurer in such circumstances.

If the Regulations do Apply Now and the Property is Tenanted

You should check all the relevant furniture, and any items that fail to meet the Fire Resistance Requirements should be replaced immediately.

HOW FISHERS CAN HELP

Fishers cannot be responsible for ensuring compliance with these regulations, save where we are instructed specifically by the landlord to investigate and report on the compliance of furniture and furnishings in a rented property. Any non-compliance will then need to be rectified at the landlord's expense. Fishers will make a charge for establishing compliance and for organising the replacement of non-compliance items if required.



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ELECTRICAL FIRE AND OTHER SAFETY REGULATIONS

Electrical Safety

The safety of Consumer Goods is controlled by the requirements of the Consumer Protection Act 1987.

These requirements extend to 'consumer goods' supplied in the course of business - in this case rented accommodation.

The landlord is responsible for ensuring that safety rules are complied with - in particular that all electrical appliances must be safe for use.

Other legislation covers electrical installations and the safest way of avoiding prosecution for breach of one of the many regulations is to ensure that everything in the rented property is regularly checked and serviced.

Most items that have been purchased since June 1989 should meet British Standards.

If an appliance is older than this it should be checked by a competent electrician.

Electrical appliances should be checked:

- a) *Live parts should not be accessible.*
- b) *Leads should not be worn or frayed and be complete with no joins.*
- c) *Correct plugs (marked BSI363) should be fitted, and correctly fused.*
- d) *Any moving parts should be guarded.*
- e) *Electric blankets should be serviced according to the manufacturer's instructions*
- f) *Microwave doors should be clean, free from corrosion and effective.*
- g) *Washing machines, cookers etc. should be serviced and in good working order.*
- h) *Electric heaters and central heating appliances should be serviced annually.*

- i) *Fireguards should meet BS3248.*
- j) *Any fire extinguishers should be marked BS5423 1987.*
- k) *Fire blankets should be marked BS6575 1985.*

Smoke Alarms

The Building Regulations 1991 require that all properties built since June 1992 must have mains operated inter-linked smoke alarms fitted on every floor.

There are no such regulations regarding older property but Fishers recommend that smoke alarms be fitted to all properties.

Other Safety Regulations

Where a house is divided into flats, the Landlord retains control and occupation of all the common ways.

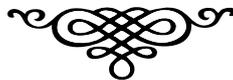
Legislation such as the Housing (Management of Houses in Multiple Occupation) Regulations 1990, the Occupiers Liability Act 1958 and The Housing Act 1985 place responsibility on all landlords for the safety of tenants and visitors and anyone else who comes into the building. The regulations are strictly enforced and landlords must ensure that all parts of the building which are in common use are maintained in good repair and decoration, and are clean and in good order.

All staircases, corridors etc. must be kept free from obstruction and must be kept safe. There must be full fire precautions and means of escape in case of fire.

As an example, any missing handrails or banisters must be replaced immediately. If there are any shared kitchens, toilets, bathrooms or showers, these must be kept in proper working order, clean and properly lit.

HOW FISHERS CAN HELP

It is anticipated that within the foreseeable future regulations will be brought into force requiring landlords to deal with the electrical installation and appliances in the same way as gas appliances are presently. The responsibility for electrical safety rests with the landlord, but Fishers can arrange for a professional survey of the electrical installation and appliances in the property should the landlord so desire and oversee any work that may be required to rectify shortcomings. A charge will be rendered for this service if required.



Please Note:

All fire safety regulations must be adhered to and there must be full provision of such fire precaution works as the local authority or fire service may require

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