

10.16

LANDLORD'S GUIDE TO LETTING & MANAGEMENT OF RESIDENTIAL PROPERTIES, TERMS OF BUSINESS, FEES AND EXPENSES.

Saffron is a member of The Property Ombudsman Scheme (membership no D02623) and subscribes to the Code of Practice for Letting Agents. A copy of the Code is available on request. www.tpos.co.uk

Ideally the landlord would not require the services of a letting and management agent. But how does the landlord ensure that he/she obtains the best rent from a suitable tenant, that the rent is paid promptly, that the property is not damaged and/or devalued and that at the end of the tenancy the tenant vacates? It is the duty of the managing agent to ensure that the tenancy is conducted according to the terms of a legally binding agreement in compliance with legislation affecting tenancy deposit protection as well as health and safety regulations. At Saffron, we pride ourselves in providing a professional and caring service to our landlord clients.

For each of the services we offer below, Saffron will:

- Give advice as to the likely rent obtainable, having regard to the property's condition and the rental market.
- Advertise and market the property through our website, www.saffroninternational.com, major property portals, relocation agents and our tenant database.

Summary of Services

Our services can be tailored to suit the landlord's specific requirements by the provision of:

1. Let Only Service
2. Let and Rent Collection Service, or
3. Let and Full Management Service, or
4. Short Term /Holiday Let and Full Management Service (by special arrangement)

Saffron provide the most complete letting and management service and if there are any questions still arising after you have read this guide then please do not hesitate to contact us.

1. Let Only Service:

1.1 Once a suitable tenant is introduced who has made an acceptable offer of rent, we will obtain necessary financial and personal references (including "Right to Rent" checks) in order to ascertain not only the tenant's ability to pay the rent, but also whether the tenancy is likely to be conducted in a satisfactory manner. If the tenant is not acceptable then we will not let your property.

1.2 Unless the landlord's own solicitors are instructed, we will prepare documentation for signature. Our tenancy agreements are more comprehensive than the standard form of agreements generally available from law stationers although, if any doubts exist, we would recommend that our agreement be submitted to your legal advisor for approval.

1.3 We will obtain, together with the first month's rent in advance, the deposit (equating to not less than 5 weeks' rent unless otherwise instructed) to be held under our membership of the Tenancy Deposit Scheme against any possible damage to the property, contents or unpaid rent and other charges.

Please refer to provisions relating to tenancy deposit protection.

1.4 We will arrange for a professional inventory and schedule of condition to be carried out at the landlord's cost, recording the condition of the property and its contents and, at the end of the tenancy, arrange for a check out report to be prepared recording any dilapidations, state of cleanliness and whether there has been any undue wear and tear. The cost of the check out report (unless otherwise stipulated) will be borne by the tenant.

Please refer to provisions relating to preparation of the inventory.

1.5 Our fee for the Letting Only Service is 10% plus VAT (12% inc VAT) of the total rent due under the term of the tenancy agreement (minimum charge £360.00 inc VAT). Example: If the monthly tenancy rent is £1,500.00 pcm, for a fixed term tenancy of 12 months, the fee would be £2,160.00 inc VAT. This fee is payable in full once the tenancy agreement is signed and will be deducted and accounted to the landlord by statement from the first month's rent paid. Should the fee exceed the value of the rent collected, the landlord agrees to pay the balance outstanding to Saffron upon submission of invoice and statement. A Landlord Information Pack will be issued to the landlord following the processing of the tenancy agreement and payment.

1.6 Within the last two months of the tenancy term, Saffron will contact both the landlord and the tenant to negotiate any renewal or extension of the tenancy. The landlord will be responsible to pay to Saffron the same fee as above where any renewal or extension of the original tenancy term is agreed with the tenant or where the tenant introduces an "associate" who subsequently enters into a tenancy agreement with the landlord. An "associate" of a tenant is a friend, relative or work colleague who is introduced to the property by the tenant and has not been introduced either by the landlord or another letting agent directly

Please note that any options contained in the tenancy agreement to terminate the agreement before the expiry of the original fixed term by either party will be ignored in determining the total rent due and the fee payable

Unless a special arrangement applies, Saffron will, on notification by the landlord, refund fees on a pro rata basis to the landlord within 14 days after the tenancy agreement has ended where an option to terminate the tenancy agreement has been lawfully exercised by the tenant (please refer to authorisation letter).

2. Let and Rent Collection Service:

The following service will be provided in addition to the Let Only Service above:

2.1 At the commencement of the term, we will transfer all utilities and Council Tax accounts into the name of the tenant (unless otherwise provided for in the tenancy agreement). Any final account bills will be disbursed from rents collected and accounted to the landlord. On termination of the tenancy agreement, all relevant accounts will be transferred back into the landlord's name.

2.2 During the currency of the term, we will collect the rent from the tenant on each payment date in accordance with the tenancy agreement, then pay the rent into the landlord's nominated bank account by online transfer within 5 working days.

2.3 Quarterly statements will be issued to the landlord by email (or by post if requested) detailing 3 months rent income and payments.

2.4 Our fee for the Letting and Rent Collection Service is 2% plus VAT (2.4% inc VAT) in addition to the fee for the Let Only Service, total 12% plus VAT (14.4% inc VAT).

2.5 In the case of a 12 month standard tenancy the combined fee will be deducted from the rent collected in two equal instalments; firstly on submission of our invoice for six months' rent at the commencement of the tenancy and secondly, on submission of our invoice for the remaining six months of the tenancy on receipt of rent in respect of the seventh month.

3. Let and Full Management Service:

The following services will be provided in addition to the Let and Rent Collection Service above:

3.1 In addition and where required, we will pay on behalf of the landlord any ground rent or service charges levied from rents collected, subject to holding adequate cleared funds.

3.2.1 Where any routine works of repair/maintenance are required to be carried out (defined as less than £1000.00 inc vat), these will be undertaken by qualified tradesmen (without being liable for any omission or default) and the costs accounted for by following statement.

3.2.2 Where we are required to arrange for major works to be carried out (value £1000 inc vat or more), at least two estimates will be obtained for consideration by the landlord and upon instruction, will be undertaken as above subject to receipt of funds on account. Please note that an additional charge of 10% plus VAT (10.2% inc VAT) of the value of the work will be payable to include arranging access, assessment of contractor's estimates and ensuring the work is carried out according to specification and retention of any warranty or guarantee.

3.3 Estimated costs of repair in excess of £250.00 (minimum expenditure limit) will be referred to the landlord for consent where practicable except in the case of urgency.

3.4 It is agreed that should Saffron incur any expenditure on behalf of the landlord, such expenditures will be deducted from rents received or exceptionally recovered from the landlord directly if in excess of the current balance in the landlord's account.

3.5 Inspections of the property are carried out during the term of the tenancy. Responsibility for and management of the property when vacant/empty (except below one month between tenancies) is not included. Please see below.

3.6 Our fee for the Let and Full Management Service is 3% plus VAT (3.6% inc VAT) in addition to the fee for the Let and Rent Collection Service, total 15% plus VAT (18% inc VAT), to be levied in accordance with the Let and Rent Collection Service above.

NB. By definition, a non resident landlord cannot elect the Let Only or Let and Rent Collection Service.

NB. Where Saffron is engaged to provide a service under either 1) or 2) above but is subsequently instructed to carry out management functions on a one-off basis, Saffron reserves the right to charge an administration charge representing 10% plus VAT (12% inc VAT) of the total cost of the works or services undertaken by the appointed contractor, subject to a minimum handling charge of £25.00 inc VAT.

NB. Please refer to Legal Aspects of Letting, Houses in Multiple Occupation (HMOs) below for additional charges.

4. Short Term/Holiday Let and Full Management Service (by special arrangement)

For certain types of property deemed suitable and by special arrangement, this service can be arranged. A short term or holiday letting is defined as a tenancy for a fixed term under 3 months duration. Rent under such tenancies will be inclusive of all outgoings, eg council tax, light/heat and other utilities. Please note that no special legal protection is afforded to the landlord and the law treats these tenancies as having the status of an assured shorthold tenancy whereby legal action to recover possession cannot be commenced until six months has elapsed from commencement of the tenancy.

Landlords interested in this service should contact our offices for further information.

4.1 Our fee for the Short Term/Holiday Letting and Full Management Service is 17.5% plus VAT (21% inc VAT) of the total rent due under the tenancy agreement, to be levied in accordance with the Let Only Service above.

Additional charges and information

Preparation of Inventory:

A comprehensive inventory detailing the decorative condition of the property and the condition of furniture, furnishings and contents will be undertaken by an independent inventory company prior to the tenant taking occupation in order to avoid any dispute at the end of the tenancy. Should the tenant be liable for dilapidations at the end of the tenancy, without a properly compiled inventory, deductions from the deposit cannot be legally justified and the provision of an inventory is a core assumption of the Tenancy Deposit Scheme. The landlord will be responsible for the cost of the inventory and (unless otherwise stipulated in the tenancy agreement) the tenant will be liable for the cost of the check out report. As a general guide, charges will be applied as follows, depending on the property's size and contents:

Studio / One Bedroom Flat	- from £108.00
Two Bedroom Flat	- from £126.00
Three / Four Bedroom Flat	- from £150.00

(all prices inc VAT)

NB. Where a property has been viewed in an unfurnished state by a prospective tenant, but the parties have agreed for the property to be let furnished, it will be incumbent upon the landlord to furnish the property at his cost in accordance with any agreement, unless the property has been expressly agreed to be let unfurnished. It is expressly agreed that Saffron will not be held responsible where, as a result of the landlord failing to furnish the flat according to an agreed inventory of contents or within an agreed time scale, the tenant seeks a reduction in rent.

Tenancy Deposit Protection:

All tenancy deposits under an Assured Shorthold Tenancy must be protected under a statutory tenancy deposit protection scheme. A landlord or agent will lose the right to regain possession of the property at the end of the tenancy in the event of a deposit dispute unless the tenant has been given information in prescribed form about how the deposit has been protected.

Unless otherwise instructed by the landlord (see below), Saffron shall hold and protect the tenancy deposit under its membership of the Tenancy Deposit Scheme administered by:

The Dispute Service Ltd PO Box 541

Amersham Bucks

HP6 6ZR

Membership No: G02142 Tel: 0845 2267837, Email: deposits@tds.gb.com, Fax: 01494 431123

Administration charges for tenancy deposit protections:

£90.00 inc VAT per deposit protected, levied at the start of the tenancy

£45.00 inc VAT per deposit re protected on renewal of a fixed term tenancy

Where the landlord under the Let Only Service (as opposed to Saffron) proposes to hold the deposit under an Assured Shorthold Tenancy, we shall require the landlord to specify to Saffron, not less than 5 working days before the tenancy is due to commence, under which tenancy deposit protection scheme the deposit will be protected. If the deposit is to be held under the insurance schemes or if the deposit is to be sent to the custodial scheme (The Deposit Protection Service), the landlord must provide written proof of current membership before the deposit can be released. As the agent has the ultimate responsibility of ensuring that the deposit is protected and is under an obligation to inform the tenant in writing within 30 days of taking the deposit, under no circumstances will the deposit be released to the landlord if the landlord fails to provide the relevant information within the time period specified above.

Additional charges where there is a formal deposit dispute:

Except where a Let Only Service is provided and the landlord did not commission Saffron to carry out an inventory, at the end of the tenancy Saffron on behalf of the landlord will negotiate with the tenant any monetary deposit deductions for dilapidations based on the check out report in order to reach a settlement. However, where a settlement cannot be reached and the tenant has raised a formal dispute, the landlord will be notified. A Dispute Response will be prepared on behalf of the landlord and Saffron shall be entitled to charge reasonable administration charges at a rate of £60.00 inc VAT per hr preparing and filing the Dispute Response. As a guide, a dispute response usually takes around 2 hrs to prepare and file.

Regulatory information required to be notified under the Tenancy Deposit Scheme:

1. Saffron Property Ltd holds tenancy deposits as stakeholder under the Tenancy Deposit Scheme.
2. At the end of the tenancy covered by the Tenancy Deposit Scheme
 - a) If there is no dispute the agent will keep any amounts agreed as deductions where the expenditure has been incurred on behalf of the landlord, or repay the whole or the balance of the deposit according to the conditions of the tenancy agreement with the landlord and tenant. Payment of the deposit will be made within 10 working days of written consent from both parties.
 - b) If, after 10 working days following notification of a dispute to the agent and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the deposit it will be submitted to the Independent Case Examiner (ICE) for adjudication. All parties agree to co-operate with any adjudication.
 - c) When the amount in dispute is over £5,000 the landlord and tenant will agree by signing the tenancy agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the landlord and the tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.
 - d) The statutory rights of either the landlord or the tenant(s) to take legal action against the other party remain unaffected.
 - e) It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the tenancy agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.
 - f) If there is a dispute, we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline us.
 - g) The agent must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.
3. No interest shall accrue to the landlord or to the tenant from the holding of the deposit under the terms of the tenancy agreement.

Inspections (not applicable where we are instructed on a letting and management basis):

Where we are required to attend the property (non routine) a charge of £60 inc VAT per visit will be levied.

Empty/vacant property:

Where we are required to provide management services whilst a property is vacant/empty for more than a month (either between tenancies or prior to the start of a tenancy) eg, paying Council Tax, utility, ground rent/service charges or cleaning charges, a minimum charge of £90.00 inc VAT per quarter (or part thereof) shall be applicable.

End of year copy statements:

Where we are asked to provide copy statements in addition to that provided to the landlord during the tenancy, eg. for the landlord's accountant, we reserve the right to make a nominal charge for photocopying/scanning/emailing. Please note that Saffron does not provide a summary statement of income and expenditure for tax submission except by special arrangement (please call for cost).

Breaches of tenancy agreement/legal action:

Where we are instructed under a rent collection or full management service, all necessary steps will be taken to ensure that the rent is paid on time and that the landlord's interests are generally protected against breaches of covenant. Should your tenant be in arrears with the rent or we become aware of any other breaches of the tenancy agreement, you will at once be informed. If however it becomes necessary to take legal action you will be responsible for instructing solicitors and for all fees and costs arising.

Legal expenses & rent guarantee (Landlord's Insurance):

Even a good tenant can experience financial difficulties, which can result in costly legal expenses and loss of rental income. For an additional fee and payment of a premium, we can arrange insurance cover to protect against the costs involved in eviction proceedings and tenant disputes, as well as covering rent owed by the tenants. Should you wish to take up this insurance, please notify us at the earliest opportunity in order that we are able to take up qualifying tenant references as a condition of cover.

Sale of property to tenant:

Should the landlord sell the property to the tenant either during the term of the tenancy agreement or within six months after it has ended, Saffron shall be entitled to charge a fee of 2% (two percent) of the negotiated price plus VAT (2.4% inc VAT) on completion of the sale. A copy of Saffron's sale agency agreement is available on request and the landlord agrees to sign this agreement before an offer to purchase submitted by the tenant is accepted by the landlord.

Advice on purchasing investment property:

We are well placed to advise investors in residential property on properties suitable for investment, giving guidance on location, size of property and expected return.

Legal aspects of letting:**Tenancy Agreement****Assured Shorthold Tenancy**

Where the letting is to an individual rather than a corporate body and provided the annual rent does not exceed £100,000 per annum, the tenancy agreement will be an Assured Shorthold Tenancy (AST) under the Housing Acts 1988 and 1996. Although most ASTs are for a fixed term of at least 6 or 12 months, an AST can also be on a periodic basis from the outset unless the parties agree a fixed term. The fixed term may also be for less than 6 months if both parties agree; however, the landlord is not entitled to seek a Court Order for possession until the expiration of 6 months unless one of the grounds in Sch 2 of the Housing Act 1988 (as amended) applies.

Saffron will prepare the tenancy agreement in standard form applicable to the terms agreed and will provide a copy to the landlord's advisor/mortgagee if requested.

Should the landlord, advisor/mortgagee require amendments or require Saffron to enter into further work or correspondence, a fee for the extra work may be requested.

The landlord agrees that Saffron shall sign the tenancy agreement and the relevant statutory notices on the landlord's behalf.

Corporate Tenancy

The Housing Act 1988 generally does not apply to corporate tenants and therefore, where the tenant is a body corporate, embassy or other institution, a corporate letting agreement will be entered into, generally with a guarantor.

Consents to underletting:

Where the landlord's interest in the property is leasehold, formal written consent may have to be obtained from the superior landlord or managing agent of the building before subletting. Please consult the lease.

In addition, where a mortgage subsists, it will usually be necessary to obtain consent from the mortgagee before letting.

Saffron assumes consent has been obtained unless notified to the contrary. It will be the responsibility of the landlord to obtain a deed of covenant from the superior landlord should this be required.

Where the landlord requires Saffron to obtain a formal deed of covenant, an administration charge of £60.00 inc VAT will apply.

Insurance:

The landlord shall be responsible for the property being adequately insured during the period of letting and it is strongly recommended that the insurance company be notified prior to any subletting in order to be advised of any additional cover required.

Local authority Council Tax and utilities:

It will be the responsibility of the tenant to pay the Council Tax and charges for light, heat, water, internet/telephone, unless otherwise specifically agreed in the tenancy agreement. In modern developments, charges for the provision of heating/hot water and air cooling are usually raised by separate service charge raised on the leaseholder or, exceptionally directly on the tenant with the leaseholder retaining ultimate liability. Under our standard form of tenancy agreement, provided these charges are quantified and notified to Saffron, the tenant will be recharged for these services according to the duration of the tenancy and on a pro rata basis at the end of the tenancy.

Income Tax:

Where the landlord is resident outside of the UK for tax purposes, Section 78 of the Taxes Management Act 1979 makes it the responsibility of the agent collecting the rent to deduct income tax at source from the rents collected at the standard rate (currently 20%), after deductions for allowable expenses.

The agent is also required to register with HM Revenue & Customs (HMRC) all non-resident landlords for whom rent is collected and to operate a scheme (The Non-Resident Landlord Scheme) to deduct tax and account each quarter. Where we are required to operate deduction of tax under the Non-Resident Landlord Scheme, tax will be deducted without interest accruing and paid to HMRC each quarter. The landlord should still submit a tax return following the end of the tax year and may be entitled to a tax rebate if details of other allowable expenses are submitted, eg mortgage interest. Where the landlord does not have an accountant to deal with this matter, our accountants are able to make the necessary declarations. Further information is available on request.

Deduction of tax at source can be avoided however if the landlord is approved to receive rent payments gross. Saffron will assist the non resident landlord to complete the application and submit the relevant NRLS form to HMRC. The approval must be issued in the name of the landlord's agent to be valid.

If you are a non-resident landlord, you will be required to declare your "ordinary place of residence" and confirm whether or not you currently have a NRLS approval number.

Energy Performance Certificates (EPCs):

It is a legal requirement for a landlord to provide free of charge to the (prospective) tenant an Energy Performance Certificate (EPC) when letting a residential property. An EPC gives information to prospective tenants on the property's energy efficiency and remains valid for 10 years. It provides a rating for the energy performance (in terms of its energy efficiency rating and environmental impact (CO2) rating from A to G, where A is very efficient and G is very inefficient, based on age, property layout, construction, heating, lighting and insulation. A Recommendation Report also forms part of the EPC.

Unless the landlord already has a valid EPC (an EPC provided within a HIP (Home Information Pack) from a recent purchase is valid for lettings within 3 years), Saffron will commission an EPC from an accredited Domestic Energy Assessor (DEA), which will require a visit to the property for an assessment. The cost will be quoted upon application, and is dependent on the size of the property. The landlord will be required to make payment in advance of securing a letting on placing the letting instruction with Saffron.

Energy Performance Certificate - maximum cost £96.00 inc VAT

Houses in Multiple Occupation (HMOs):

Mandatory Licensing:

Certain properties designated as an HMO under The Housing Act 2004 are required to obtain a license from the local authority and must meet minimum requirements relating to the size and type of accommodation and the competence of the person responsible for management. Only properties having 3 or more floors and occupied by 5 or more persons forming 2 or more households are required to be licensed.

Additional/Selective Licensing:

The Housing Act 2004 gave local authorities retained powers to implement additional or selective licensing of other types of rented residential properties subject to consultation. As from 8th December 2015, the London Borough of Camden requires all properties designated as HMOs in the borough to be licensed and to meet the minimum standards required under the mandatory scheme. Effectively, all properties let to 3 or more persons forming 2 or more households are required to be licensed. Other local authorities have passed similar legislation applicable to designated areas only or borough wide.

The Deregulation Act 2015 requires an HMO let under an assured shorthold tenancy to be licensed in order for the landlord to enforce a Notice Requiring Possession (Section 21 Notice) at the end of the tenancy.

Please call for further information regarding local authority charges and our fees for applying and processing a HMO license and managing a licensed HMO.

The Deregulation Act 2015:

All assured shorthold tenancies granted after 1st October 2015 are subject to regulations made under the above Act. Briefly, the statutory notice served on the tenant (Section 21 Notice) which ordinarily guarantees the landlord's right to possession at the end of a tenancy will be unenforceable unless and until the landlord has complied with the prescribed legal requirements. This includes service of prescribed documentation on the tenant, compliance with HMO regulations (where relevant) and any Relevant Notice issued by the local authority relating to a disrepair.

Safety Regulations:

Gas fittings & appliances:The Gas Safety (Installation and Use) Regulations 1998 Landlords and their managing agents are legally required to have all gas equipment checked annually by an approved registered contractor and to keep accurate dated reports, noting any defects and of works carried out. Failure to do so is a criminal offence, punishable by a substantial fine. Please note that the annual check will be necessary notwithstanding a service contract may be in force since it is unlikely that even the most comprehensive contracts will cover the requirements of the Regulations. The tenant also has a legal right to see the report.

Where Saffron is not instructed to manage, compliance with Regulations will be the full responsibility of the landlord and the agreement between the landlord and Saffron specifically excludes Saffron from any responsibility or liability under these Regulations, which remains with the Landlord.

WARNING - Compliance with the Regulations is the law; the fine, severe though it is, would be as nothing to the civil liability a Landlord could face in compensating a tenant who was injured as a result of faulty gas fittings or appliances.

Annual gas safety inspection and issue of certificate - cost from £96.00 inc VAT

Electrical equipment: Electrical Equipment (Safety) Regulations 1994 The Plugs and Sockets (Safety)

Regulations 1994 General Product Safety Regulations 1994 These Regulations require that any person supplying electrical equipment must ensure that it is safe and will not cause danger and that it satisfies the safety requirements of the above Regulations.

The Plugs and Sockets etc. (Safety) Regulations 1994 require all new and second hand appliances, which are supplied to be fitted with an appropriately fixed and fitted plug.

In brief, Electrical Appliances should be checked, as follows:

- Live parts should not be accessible
- Leads should not be worn or frayed and be complete with no joins
- Correct plugs (BS1363) should be fitted and correctly fused
- Any moving parts should be guarded
- Microwave doors should be clean, free from corrosion and effective
- Washing machines, cookers etc should be serviced and in good working order
- Electric heaters and central heating appliances should be serviced annually
- Fireguards should meet BS3248
- Any fire extinguishers should be marked BS6575 1985
- Immersion heaters must be safe

Where we have not been instructed to carry out an inventory check before the commencement of a letting, the landlord warrants that all electrical equipment in the premises complies with the Regulations.

Fire safety & soft furnishings: The Consumer Protection Act 1987, The Furniture and Furnishings (Fire Safety) Regulations 1988/1989, 1993, 2010

These regulations require that upholstered furniture supplied in a furnished let must meet certain fire resistance requirements and makes it an offence to supply in "the course of business" any furniture, which has not passed specific tests, punishable by a fine of up to £5000 and/or imprisonment.

Furnished properties to let must contain only furniture and fittings that comply with the regulations and have non-detachable labels to prove this. Furnishings included are anything, which is upholstered or has a filling. It should be assumed that integral parts of furniture such as loose covers must also apply. Carpets, curtains and duvets are the principle items excluded.

The fire resistance requirements of the regulations state that all:

- Upholstery with the exception of mattresses, bed bases and pillows, must be able to pass a cigarette test.
- Filling materials must pass a specified test for ignitability.
- Covers - including loose covers and material sold for furniture covering must pass a match test, or in certain cases have an inter liner. The only exception is that the Regulations do not apply to antiques or any other furnishings manufactured before 1950. Please bear in mind that upholstered antiques restored since 1950 might not comply.

The only practical check to see if a piece of soft furnishing complies with the Regulations is to look for a label. The labels are usually sewn on to minimise the risk of becoming detached before normal use. As a guideline, items purchases after 1st March 1990 from a reputable, manufacture or retailer are likely to meet the required standards. If no label is seen, the item will be presumed not to comply. If there are items in the property that are found not to comply, they will have to be removed by you.

If the landlord is unsure whether furniture or furnishings contained in the premises comply with current Regulations we would recommend that an inventory check be made (see additional fees - preparation of inventory).

Where Saffron has not been instructed to carry out an inventory check before the commencement of a letting, the landlord undertakes that any soft furnishings and furniture in the premises complies with the Regulations.

Smoke & Carbon Monoxide Alarms: The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 As from 10th October 2015, landlords are required to have installed a smoke alarm on every floor of a rented property which must be tested at the start of every tenancy. Carbon monoxide alarms must be installed where there is a solid fuel heating appliance and should be installed in all high risk areas. Properties built post June 1992 already have mains powered interconnected smoke alarms and licensed HMOs are subject to more stringent requirements.

Saffron is a licensed member of ARLA (Association of Residential Letting Agents), membership no M0051595
www.arla.co.uk

Client Money Protection (CMP) provided by ARLA

Complaints Procedure

Should you have a complaint about the service received from Saffron and you are unable to resolve the matter with the negotiator with whom you have been dealing, you should put your concerns in writing to the department manager. The complaint will be acknowledged within 3 working days of receipt and an investigation undertaken. A formal written response will be issued within 15 working days. If you remain dissatisfied, you should write to the director and the same time limits will apply. Following investigation, a final view in writing will be issued which may include an offer. This statement will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within 12 months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.