

AGENCY AGREEMENT



THE PROPERTY PEOPLE

URBAN BASE Terms and Conditions.

All information provided has been based upon prevailing market conditions. We would add that we have not carried out a structural examination and our advice on asking price assumes that there are no onerous defects, covenants and conditions. The suggested asking price does not constitute a formal valuation and should not be considered as such. All negotiations will be subject to contract.

ADDRESS OF PROPERTY _____	Post code _____
OWNER(S) FULL NAME/s _____	
Address for correspondence (if different from above) _____	Post code _____
EMAIL _____	Mobile _____

LANDLORD SERVICE OPTIONS:

1. FULLY MANAGED - SOLE AGENCY

RENT LEVEL	FEE	FEE INC. VAT
Rent up to £799	£550+vat	£660
Rent over £799	£695+vat	£834
Management	12%+vat	14.4%

- Find a tenant.
- Prepare AST - Assured Short-hold Tenancy Agreement.
- Collect first month's rent and deposit. Thereafter the rent will be paid direct from the tenant to the landlord's bank account.
- Sign tenancy check-in paperwork on your behalf, with the tenant/s.
- Landlord statement and paperwork issued by PDF within 14 days of commencement of AST.
- A.R.L.A. Management Service throughout the full term – offering reassurance to our Landlords.

2. TENANT FIND ONLY – EQUAL TO ONE MONTHS' RENT PLUS VAT £ _____

- Find a tenant.
- Prepare AST.
- Collect first month's rent and deposit. Thereafter the rent will be paid direct from the tenant to the landlord's bank account.
- Sign tenancy check-in paperwork on your behalf, with the tenant/s.
- Landlord statement and paperwork issued by PDF within 14 days of commencement of AST.

Whichever option you choose you can be assured of a professional service from our team of qualified professionals within the rental department.

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FEE STRUCTURE

Please note that payment becomes due once a tenant has successfully completed a tenancy application form and an AST contract is signed. This is normally invoiced within 5 days of the tenancy commencing and funds will automatically be taken from any rent collected on your behalf. If you withdraw for any reason after a tenant is found the tenancy fee will become due and will be invoiced for payment within 7 days. Where possible our agency service fees will also be advised to you by email at least 48hrs prior to completing the tenancy.

The fee will be deducted from the first statement. In the event of you choosing to withdraw the property from rental with urban base, or let your property via another source, then this fee will be invoiced and payment will be required within 7 days please.

TENANT REFERENCING

As of the 1 June 2019 the government has brought in new legislation with a ban on charging fees to Tenants. We therefore need to highlight that following the new legislation, referencing of a Tenant will only be completed upon the request of a landlord and will be charged to the landlord at a preferential rate of £100+vat (charged at 20%) per tenancy. Referencing is not a pre-requisite of a tenancy but we would strongly recommend this is applied and completed.

ESTATE AGENTS ACT (1979) To avoid conflicts of interest, the Act requires that we are transparent with our customers about you and any person related or connected to You, who work for, or has a business relationship with URBAN BASE. Are you aware of any connection or interest? **Yes / No**. If the answer is YES, please outline the details:

Notes _____

DATA PROTECTION URBAN BASE Executive Sales & Lettings offers a wide range of property services. We can confirm that your information will not be disclosed to any third party without your prior approval.

You must only sign this agreement if you agree to the aforementioned terms and conditions in entirety. To be signed as confirmed legal owners of the property.

Fully Managed

or

Tenant Find

Signed By Landlord(s)

Print Name _____ Sign _____ Date _____

Print Name _____ Sign _____ Date _____

Where signing this agreement you will personally, and where you have signed on behalf of another, jointly and severally liable for our agency commission fees and charges incurred by us on your behalf. A.M.L Information Provided: Passport, Driving License and Proof of Property Ownership & Photo ID has been seen by or provided to URBAN BASE.

Signed on behalf of URBAN BASE: _____ Date _____

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RIGHT TO CANCEL

14 day "cooling off period"

The Right to Cancel off-premises contracts is regulated by provisions contained in Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013: Contracts entered into off-premises or at distance are subject to a 14 day "cooling off period". Where contracts are made off premises, you have the right to cancel the contract within a 14-day period starting the day after the date these terms and conditions are agreed - **SUBJECT TO THE TERMS BELOW.**

In the event you wish to cancel the contract you must, within the 14 day "cooling off period", inform URBAN BASE of your decision to cancel in writing by email to info@urban-base.com

Where contracts are cancelled within the specified 14 day "cooling off period" and you have not instructed URBAN BASE to begin any of the Services, there will be no charges due and you will be entitled to a full refund of any payments already made.

Please note URBAN BASE will only publish your property on portals or otherwise begin providing services (including making the Listing, attending the property for verification, EPC or photography), after this 14 day cooling off period has expired unless you agree otherwise by arranging for the commencement of any of the Services.

Cancellation Charges in the "cooling off period"

Should you agree to receive the Services including commencement of the marketing of your Property during the "cooling off period" then you will be charged for the Services provided as detailed below.

Our Services are deemed to have been provided in full when your Property is listed on the URBAN BASE website.



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Know Your Client - Money Laundering Regulations (2017)

In accordance with the regulations, we are required to confirm the identity of all landlord(s) of the property. We are also required to keep a record of the evidence we have verified. If for any reason we are unable to confirm your identity in the course of establishing a business relationship with you, we reserve the right to withdraw the property for let until formal proof of identity is received.

LANDLORD ONE

LANDLORD TWO

Full Name/s

PROOF OF ID SEEN

1. Passport Number
Copy attached

2. Driving License Number
Copy attached

3. Council Tax Bill
Copy attached

4. Mortgage Statement
Copy attached

5. Land Registry Ownership
Copy attached

6. Verified Solicitors Letter
Copy attached

I have verified the identity of the seller by checking the original documentation as listed above. Copies may be held on file where possible.

Name of urban base representative: Name: _____ Office: _____

Signed: _____ Date: _____

Please note our office is legally obliged to acquire reasonable proof of ID for the owners of any property we market for sale or rent. This can be provided in the following original document formats; PHOTO DRIVING LICENSE, PASSPORT and MORTGAGE STATEMENT. Therefore should you choose us as your agent we will require copies of ID, and proof of ownership of the property we are being asked to market for rent. If you can please ensure these documents are provided along with the signed agency agreement, by all legal owners of the property.

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THIS AGREEMENT IS BETWEEN URBAN BASE LETTINGS (THE AGENTS) AND YOU, (THE LANDLORD) AND RELATES TO ALL PROPERTIES YOU INSTRUCT US TO LET ON YOUR BEHALF:

Any applications made by prospective tenants will be subject to references and a credit check which you can have access to at any time. Please be aware that we are not able to guarantee a rental income. As mentioned earlier we would advise that you consult your insurers to ascertain if you can insure against non-payment of rent. We can provide you with a list of recommended insurers if you ask us to.

1. This agreement details the terms under which we find a tenant for your property and then manage the property throughout the life of the agreement to which it refers. Our responsibilities as managing agents will also be defined and explained in this agreement.
2. Please note that this is a legally binding document; once you have read and agreed with the terms described within you must keep to them. We would recommend that you ask us to explain any terms that you do not understand. You are free to seek an independent party who is qualified to advise on such matters.
3. You are duty bound by law to conform to several acts of parliament. These are used to ensure that the tenant enjoys a safe, peaceful stay within your property. Such acts also protect your rights. These acts of parliament will be described in greater detail in this agreement.
4. You must be in a position to legally offer your property for tenancy. Any mortgage (or any similar) lender must be informed and permission, in writing, obtained prior to beginning any tenancy. If you share possession with another person or company we must also have their permission to let your property.
5. To conform to the Consumer Protection Acts, you are duty bound to ensure your property is fit and suitable for another person to live in. This includes the structure of the building, it's electrical and gas supply and fittings, together with any items of furniture and mechanical or electrical items you may provide. We may choose to inspect your property to ensure compliance to this act. We can choose not to let your property if we feel it threatens the safety of a prospective tenant(s).
6. Safety regulations – your property must conform to the Fire and Furnishings Act 1988, the Gas Safety Installation and Use Regulations 1994, the smoke and carbon monoxide alarm regulations 2015, the Low Voltage Electrical Equipment (Safety) Regulations 1989 and Electrical Equipment (Safety) Regulations 1994. You are also obliged to take measures to combat Legionnaires' disease. Where necessary you will need to provide documentation to prove compliance.
7. We would advise you to inform your chosen insurers about any change in tenancy to your property and to ensure existing cover provides insurance against injury to your tenants and their guests whilst living in your property. You should also consider insuring your rental income should your tenant fail to pay any rent due on your property and insure the contents of your property, particularly if the property is furnished.
8. Please be aware that we must be informed with regards to any restrictions described within your lease or freehold documents. Any such restrictions may impair our ability to successfully let your property. If you fail to tell us about these restrictions and these affect any tenancy you will still be obliged to pay any outstanding fees owed to us.
9. If your property has a garden you will need to inform us about the expected upkeep of any such areas by tenants. We will need to include such details within tenancy agreement documentation. Any third party (gardening maintenance companies) fees will have to be agreed and included within the tenancy agreement documentation also.
10. We will find a tenant for your property by displaying a 'to-let' board outside your property (where possible). We will also use our customer database and various forms of advertising to attract possible tenants including rightmove.co.uk, city-visitor.co.uk, www.urban-base.com and rentsomewhere.co.uk, emailforproperty.co.uk.
11. We will advise you with regards to a rental amount you can expect to charge to prospective clients and agree such an amount for marketing purposes. You may need to extend a level of compromise if we fail to attract a tenant willing to pay this determined level of rent. Any such change to a previous agreement will be agreed by yourselves before we offer this new rental amount to a prospective tenant.
12. We prefer to have keys to conduct viewings with prospective tenants. We will keep this set of keys for the duration of this management agreement. We will arrange for any additional keys required by the tenant(s) to be cut - for which there will be a £10 charge per key. We strongly advise you to retain a master set also.
13. You should remove any items from the property that you do not intend to include when the tenancy begins. We recommend removing any items that have a high value in either monetary or sentimental terms. You must inform us in writing if you have left any such items behind so we can properly inform any prospective tenants as to what they can expect in terms of contents.
14. If you wish to discourage certain tenants such as smokers, people with pets etc then you must tell us before we commence viewings. Please note that you are not able to discriminate illegally e.g. on grounds of race or sexuality.
15. Where required, we will obtain a guarantor. Such a party will be liable for any monies outstanding in relation to rent or damage.
16. Upon successfully finding a tenant we will inform you and agree a term of tenancy; (number of months) together with an agreed amount of rent to be charged. We will ensure all tenants sign a tenancy agreement and you agree that Urban Base Lettings can sign the tenancy agreement on your (the landlord (s) behalf. You also confirm that you have read and understand the draft tenancy agreement.
17. If you source a tenant direct you should inform us in writing to withdraw from marketing the property asap.
18. Please note that if for any reason you do not action point (17) and subsequently decide not to proceed with a tenancy we find after instructing us to source you a tenant you will be charged a minimum fee of £660 (equal to £550+vat) plus any other costs related to the application. This will be invoiced to you and due for payment within 7 days.

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19. If you need an inventory to be drawn-up we will provide such a service at an additional cost. This list will detail all the items of furniture, electrical items, decorative items, cutlery, linen etc. We will also detail the condition of these items to avoid disputes at the end of the tenancy. Upon check-in of a new tenancy we will agree the contents and their condition with the new tenants. A copy will be signed by Urban Base and the tenants; and then this will be retained until the check-out at the end of the tenancy. We strongly recommend you provide a condition report and inventory report for every new let.

20. Rent & Deposit – we will obtain, in cleared funds prior to the tenancy commencing one month's rent and a security deposit equivalent to one month's rent. This will be used to replace or repair any damage caused by the tenants. This deposit will not be returned until the tenancy has been satisfactorily ended and can be retained by ourselves in a separate Clients Account in accordance with the TDS for the duration of the tenancy.

21. We will set up the rental payments from the tenants by way of a standing order (or other such agreed method detailed within the tenancy agreement) directly to you the Landlord. This will be on a monthly basis. In the event of non-payment from the tenant, you must inform us in order for us to send the appropriate notices. Please be aware that any landlords not residing within the UK will be subject to a deduction of Income Tax at the basic rate. Please consult your local Tax Office to obtain further details of your obligations. We do not handle NRL1 forms. Tel HMRC on 03000 516 644.

22. You agree to pay us a commission of 1.5% +vat of the property sale agreed should any tenant (or anyone associated with the tenant) buy the property mentioned in this agreement within 36 months of the end of this agreement. This fee will become due within 7 days of legal completion.

FULLY MANAGED OPTION

23. You, the Landlord, will set up a standing order directly to Urban Base Lettings account for any agreed management charge plus VAT (Option 1 Service). We will take the first two months management from the first month's rent if appropriate. It is your responsibility to check that both the rental income Standing Order and Management Standing Order have been set up correctly and to inform us of any arrears or non-payments. As part of our management obligations, we will conduct an inspection of your property to determine its condition at the beginning and end of a tenancy contract. If we fail to obtain entry into the property (after suitable notice has been provided) then we will inform you. These inspections can be agreed more frequently upon agreement with you and the tenant.

24. If during such inspections we discover any repairs need to be conducted we will arrange for such work to be carried out. Up to £150.00 we will not seek your prior approval. Any work quoted over this figure we will require approval by yourself prior to being conducted unless the property is under warranty. Any costs to yourself will be detailed within a statement within 28 days of completion of said work. In cases of emergency, and when we are unable to contact yourselves, we will determine the most suitable course of action. If any damage or fault represents a considerable risk to the property and/or tenants we will endeavour to act in your best interests in such exceptional circumstances. Any costs incurred by ourselves to correct a fault or damage within your property must be reimbursed by yourselves within 7 days of incident occurring and upon receipt of our invoice. If we can maintain a repair by our in-house management team you will be charged in accordance with the basic hourly rate. Any monies owing can be taken from the rent due at the property to settle any pending invoices for this work.

25. Should a tenant fail to perform their obligations or willingly break a condition of their tenancy that we are made aware of we will advise you and upon your instruction issue a Section 8 Housing Act 1988 notice. You, the Landlord, will be responsible for any legal action required to remove a tenant from your property.

26. If a tenant is more than 7 days late in payment of rent we will contact them upon your instructions to attempt to obtain such monies. After 8 weeks of non-payment you are entitled to apply to the court for re-possession of your property.

27. At the conclusion of an existing tenancy agreement the tenancy will default to a periodic tenancy (month-to-month). If you wish to end a tenancy and prevent this default action you will need to inform us and we will prepare and issue a Section 21 Housing Act 1988 notice on your behalf. We legally need to provide a tenant with 2 months' notice to regain possession of your property. A tenant need only provide 1 months' notice to you the landlord.

28. Should the tenancy end we will conduct the check-out procedure. This procedure will examine the general condition of the property, together with the items listed within the inventory provided at the beginning of the tenancy. A fair allowance will be granted for 'normal' wear-and-tear. Any damaged or missing items will be reported to you to ascertain a value to deduct from the security deposit. Any disputes regarding value will need to be settled via the TDS or through the small claims court. Any amount not in dispute will be returned to the tenant.

29. Should the property lie vacant we will secure all doors and windows where locks and keys are available. If possible, and where it will not cause frost damage to the property's pipe work, we will turn the water supply off using the stopcock. During months where such damage is likely we will leave the central heating system set to a level to prevent possible damage. We are not liable for any damage caused while the property is empty.

30. Fees – you must pay our fees and any expenses within 7 days of receiving a demand for payment. You also agree to pay any legal cost incurred by ourselves as a result of you breaking any of your responsibilities as landlord. This includes the condition and services of the property being rented, CP12 and Pat Testing, EPC Certificates, Inventories and Condition Reports – see front page for anticipated costs involved.

31. You must continue to pay our management fee at the agreed rates the whole term of the tenant continuing to live in the property.

32. Should the property lie empty we will not be responsible for checking its condition. We can do this at an extra cost. Please note that an insurance policy may require that empty properties are regularly checked. Our hourly rate will apply.

33. This agreement can be ended if you withdraw your instructions in writing prior to us finding a tenant. Once we have secured a tenant you must pay the agreed fees for sourcing and management for the full term of the tenant living in the property.

34. You must pay our minimum fee of £660 (equal to £550+vat) if you fail to adhere to the conditions explained in paragraphs 4 to 9. Once we have found a suitable tenant to let your property you must pay our service charge accordingly. This applies if you have personally found a tenant or by using another letting agency without advising us to stop marketing in writing and we have acknowledged receipt. This fee applies if you offer a tenancy to anyone we have introduced you to. Should you choose to withdraw an instruction after we have taken and subsequently had to return an administration charge to a prospective tenant because of your actions then you must agree to reimburse us of this amount in full – up to a maximum of £600 (equal to £500+vat).

35. The tenancy deposit; urban base are members of the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, Unit 1 The Progression Centre, 42 Mark Road, Hemel Hempstead, Herts, HP2 7DW. Tel: 0300 037 1000. Email: deposits@tenancydepositscheme.com

TERMS OF BUSINESS – RELATING TO BOND REGISTRATION

The Tenancy Deposit: The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd

Unit 1, The Progression Centre
Hemel Hempstead

Tel: 0300 037 1000

email: deposits@tenancydepositscheme.com

www.tenancydepositscheme.com

1. If we are the agent instructed by you/the landlord to hold the deposit, we/the agent shall do so under the terms of the tenancy deposit scheme.
 - 1.1. The Agent holds tenancy deposits as stakeholder (if not already specified with the tenancy agreement).
2. At the end of the tenancy covered by the Tenancy Deposit Scheme
 - 2.1. If there is no dispute we/the agent will keep any amounts agreed as deductions where 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 the tenant. Payment of the deposit will be made within 10 working days of written consent from both parties.
 - 2.2. If, after 10 working days* following notification of a dispute to the agent/member and reasonable attempts having 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 ICE for adjudication. All parties agree to co-operate with any adjudication.
 - 2.3. The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.
 - 2.4. 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. Because it is a condition of the tenancy agreement signed by both parties, judges may 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.
 - 2.5. If there is a dispute I/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 I/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 me/us.
 - 2.6. The agent/we 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.
 - 2.7. Dealing with disputes from non-ASTs: the ICE may agree to resolve any disputes over the allocation of these deposits, by arrangement. If he does:
 - The ICE will propose what he considers the most effective method of resolving the dispute.
 - Landlord, tenant and agent must consent in writing to his proposal.
 - Disputes will be subject to a fee of £600 (equal to £500 + VAT), or 12% of the deposit (equal to 10% + VAT) whichever is the greater.
 - The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

* These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.

3. INCORRECT INFORMATION

The landlord warrants that all the information he has provided to the agent is correct to the best of his knowledge and belief. In the event that the landlord provides incorrect information to the agent which causes the agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the agent for all losses suffered.

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4. THE FOLLOWING CLAUSES CAN BE INSERTED IF THE AGENT ALLOWS THE LANDLORD TO HOLD THE DEPOSIT OUTSIDE TDS

- 4.1. If you/the landlord decide(s) to hold the deposit yourself in relation to an Assured Shorthold Tenancy, we will transfer it to you within 5 days of receiving it. You/the landlord must then register it with another Tenancy Deposit Protection Scheme within a further 25 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the tenant can take legal action against you/the landlord in the County Court. The court can make an order stating that you/the landlord must pay the deposit back to the tenant or lodge it with the custodial scheme which is known as the Deposit Protection Service. In addition a further order will be made requiring you/the landlord to pay compensation to the tenant of between one and three times the amount of the deposit. If a landlord fails to meet the initial requirement to protect the deposit, no Section 21 Notice can be served until either the landlord returns the deposit to the tenant in full or with such deductions as the tenant agrees; or if the tenant has taken proceedings against the landlord for non-protection and those proceedings have been concluded, withdrawn or settled (for example, by the court awarding damages being the return of the deposit or a fine not more than three times the value of the deposit). If a landlord fails to serve Prescribed Information(s), he cannot serve a Section 21 Notice until the Prescribed Information has been served - but this can be more than 30 days after receiving the deposit. This will not prevent a tenant from issuing proceedings for late provision of the prescribed information and seeking a penalty award. Tenants can make an application to a county court for a penalty award even where the tenancy has ended, and can do so for up to six years.
- 4.2. If you/the landlord decide(s) to hold the deposit and the tenancy is an Assured Shorthold Tenancy you/the landlord must specify to us/the agent prior to the start of the tenancy under which other Tenancy Deposit Protection Scheme the deposit will be covered. If the deposit is covered by Tenancy Deposit Solutions you/the landlord must provide proof of membership, together with a copy of the insurance policy before the deposit can be released. If the deposit is to be sent to the custodial scheme known as the Deposit Protection Service (DPS) we/the agent will forward the deposit to the DPS and register the details of the tenancy on your behalf or give you a cheque for the amount of the deposit made payable to the DPS for you to forward within 25 days.

SAFETY INFORMATION AND BEST PRACTICE

Gas Safety – Gas Safe

You must ensure that any gas appliances within your property comply with the Gas Safety (Installation and Use) Regulations 1994 (amended 1996). These appliances should be checked on an annual basis by a GAS SAFE registered engineer who will issue a compliance certificate. You are obliged to retain this certificate along with the dates of inspections together with any faults identified and any corrective action that was needed. The current safety certificate must be available for any tenant prior to them taking occupation of the property. Be aware that faulty equipment can lead to death and a conviction to the Landlord of unlawful killing.

Smoke Alarms

The 1991 buildings regulations require that all properties built since 1992 must be fitted with a mains smoke detector/alarm and it must be in full working order. This is the responsibility of the landlord/owner of the property.

Electrical Safety

As with gas appliances, you must ensure that any electrical devices, wiring and installations within your property are safe to use. To let your property you must adhere to the Electrical Equipment (Safety) Regulations 1994, the Plugs & Sockets etc. (Safety) Regulations 1994. We would advise you to consult the services of a registered electrician to safety-check your property, highlighting any potentially dangerous items or wiring.

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

As of October 2015, landlords must ensure that there is a carbon monoxide alarm fitted in any room that is used partly or wholly as living accommodation which also contains any appliance which burns, or is capable of burning solid fuel. This would include log and coal burning stoves and open fires, even if they are not normally in use, but does not include gas and oil boilers. If an open fireplace is purely decorative and not useable then it is not covered by the regulations. Gas is not a solid fuel and so there is no requirement to fit one near a gas boiler. It is still advisable as best practice however

About Legionella

Legionnaire's disease is a potentially fatal form of pneumonia which is contracted by inhaling small droplets of water containing the Legionella bacteria. The control of Legionella in a rented property is a legal requirement, and duties of care are placed on landlords as 'self-employed persons'. House of Commons Briefing Paper 07307 (October 2015) states 'Landlords of residential accommodation have a responsibility to take measures to ensure that their properties are free from health and safety hazards, this includes taking measures to combat Legionnaires Disease.

Other safety concerns

Finally, your property should meet the standards required by the General Product Safety Regulations 1994. These regulations cover both the structure of the building and its contents. Please conduct a thorough examination of your property to identify any potential risks to tenants. Where possible we would recommend supplying any manufacturer's manuals that provide valuable safety advice to tenants.