

This is the schedule annexed to the foregoing licence.

### **Licence Conditions**

1. The licensed premises shall comply with Renfrewshire Council's Licensing of Houses in Multiple Occupation Scheme, the Schedule and any amendment thereto (hereinafter referred to as "the Schedule").
2. The licence holder shall comply with the Food Safety Act 1990 the Food Safety (General Food Hygiene) (Scotland) Regulations 1995, the Health and Safety at Work etc Act 1974 and any amendments thereto.
3. The premises shall be provided with:-
  - (a) adequate means of escape in case of fire;
  - (b) adequate means of ensuring that the means of escape can be safely and effectively used at all times;
  - (c) adequate and suitable fire fighting equipment;
  - (d) a suitable fire detection and alarm system complying with BS 5839;
  - (e) an adequate number of notices detailing procedures in the event of fire;
  - (f) adequate heating, lighting and ventilation.

The equipment required to comply with this condition shall be adequately maintained at all times, and it shall be the responsibility of the licence holder to ensure adequate instruction is given to residents / occupants of the premises in the said procedures.

4. The licence holder shall ensure that the premises at all times be structurally sound and by their nature, be capable of carrying all loads imposed on them in compliance with the relevant British Standards in relation to loading of buildings.
5. The use of the premises must comply with the terms of any planning permission, building warrant and / or listed building consents issued by Renfrewshire Council's Planning & Transport Committee from time to time.
6. The use of the premises shall be as authorised from time to time by Renfrewshire Council in terms of the Building (Scotland) Acts 1959 and 1970.
7. The premises must be maintained to the standards specified in the Scheme.
8. The licence holder shall ensure that there is adequate insurance cover in place in respect of the premises. The property must be insured for its full reinstatement value. Public liability insurance cover should be held in the sum of £5 million.
9. The licence holder shall ensure that no alterations be permitted to the premises without the written permission of Renfrewshire Council. Applications for renewal of a licence must be accompanied by certificates of compliance from competent and qualified individuals certifying that the necessary standards are being maintained and no material changes have been made without the Council's consent.

10. The licence holder shall have in force a written Occupancy Agreement with the tenants which must meet the approval of the Council. It should be a condition of any such occupancy agreement that the licence holder has a duty to maintain:-
  - (a) the structural fire precautions;
  - (b) exterior routes to a place of safety (including routes from below emergency escape windows); and
  - (c) installations.
11. All appliances, furniture and general goods provided to the occupier shall comply with the requirements of the Consumer Protection Act 1987 and all the Regulations made thereunder (including the General Product Safety Regulations 1994).
12. Once approved the Occupancy Agreements must not be altered unless the licence holder obtains further Council approval which shall not be unreasonably withheld.
13. Liquid Petroleum Gas (LPG) type room heaters are prohibited in the premises. Solid fuel, oil fired and gas fired appliances must comply with the provisions of the Scheme.
14. The licence holder shall allow free access to the premises for the following officials for licensing purposes:-
  - (a) any officer of Renfrewshire Council;
  - (b) any officer of Strathclyde Police;
  - (c) any officer of Strathclyde Fire Brigade.
15. The licence holder shall be responsible for the day to day running of the premises and shall use all available means to ensure that no disturbance arises within or from the premises.
16. The licence holder shall ensure that adequate and up-to-date records are maintained for all residents. These records shall be made available on request to officials of Renfrewshire Council and shall include the following details:-
  - (a) each resident's full name;
  - (b) dates of entry and departure of each resident;
  - (c) each resident's record of rental payments / arrears.
17. The licence holder shall ensure that where rent is payable weekly, the licence holder shall record all payments of rent in a rent book which shall be retained by the resident. Otherwise a written receipt of each rental payment shall be issued to the resident.
18. The licence holder shall issue receipts for rental deposits received.
19. The licence holder shall refund the rental deposit, or part thereof, within 14 days of any agreed occupancy termination date or as soon as is practicable thereafter.

20. The licence holder shall be responsible for ensuring that all electrical installations are in accordance with the current I.E.E. Wiring Regulations and that gas and electrical appliances provided by the licence holder are maintained in a safe and satisfactory condition.
21. The licence holder shall comply with the current regulations regarding the maximum resale price of gas and electricity supplied, where appropriate.
22. Adequate facilities must be provided for the storage and disposal of refuse.
23. The licence holder shall ensure that residents' mail is available to residents on a daily basis.
24. The licence holder shall comply with all relevant legislation affecting private sector residential tenancies, including any regulations made thereunder.
25. The licence holder shall ensure that a telephone to which the residents have access shall be installed in the premises for the purpose of calling the emergency services.
26. The licence holder must comply with the requirements of the Race Relations Act 1976.
27. The licence holder shall display the licence and these conditions in a prominent position.
28. Renfrewshire Council or Strathclyde Fire Brigade shall have the power to set a limit on the maximum number of people to be accommodated in the premises or any part of the premises. In any event, the number of persons residing at the premises at any one time shall not exceed the maximum number stated in the licence.
29. Renfrewshire Council reserve the rights to exempt particular premises from the requirement to have a licence.
30. When there is a material change of circumstances affecting the licence holder, or the activity to which the licence relates, the licence holder must notify Renfrewshire Council of the change as soon as is reasonably practicable after it has taken place.
31. The licence holder shall deliver this licence document to Renfrewshire Council where the licence relates to an activity either which he / she has given up or has had suspended / revoked within seven days of the said surrender / suspension / revocation.
32. Renfrewshire Council may, at any time, vary or suspend a licence on any grounds which they consider reasonable. Notice will be given to the licence holder, the Chief Constable and the Fire Authority at least seven days before any variation or suspension is considered. The licence holder will be given an opportunity to be heard by the Council before any variation or suspension is made and shall be notified of the decision, in writing within seven days.

The Council has power to suspend the licence for premises, whether upon a complaint made to them or not, in the following circumstances:-

- (a) Where the licence holder or a person involved in its management is in the Council's view no longer a fit and proper person; or
- (b) The licensing activity is causing or is likely to cause undue public nuisance or a threat to public order or safety or a licence condition is broken.

Prior to suspension, the licence holder, any complainant, the Chief Constable and the Fire Authority shall be given an opportunity to be heard having received 21 days notice of the hearing in writing.