

Additional Short-term Let Licence Conditions

The following is an extract of the Short-term Let Policy, all Licence holders must comply with the additional conditions that apply to the short-term let premises:



1. **Manage the Premises** - The licence holder must take reasonable steps to manage the premises in such a way as to seek and prevent and deal effectively with any anti-social behaviour by guests to anyone else in the short-term let and in the locality of the short-term let.
2. **Noise and Nuisance** - The licence holder must take reasonable steps to:
 - Ensure that no disturbance or nuisance arises within or from the premises, for example by explaining the house rules to the guests
 - Deal effectively with any disturbance or nuisance arising within or from the premises, as soon as practicable after the licence holder is made aware of it; and
 - Ensure any vehicles belonging to guests are parked lawfully, for example explaining where any designated parking spaces are to be found and highlighting any local rules
3. **Privacy and Security** - The licence holder must manage the premises in such a way as to respect and protect the privacy and security of neighbours. The licence holder must take reasonable steps to ensure:
 - Guests know and understand any particular rules applying to shared areas and entrances
 - Guests understand that shared doors should be properly and securely closed after use; and
 - The provision of access codes or keys to guests cannot be used by guests to gain access to shared areas after they have finally departed
4. **Noise Conditions** - The licence hold must take reasonable steps to minimise noise impact on neighbouring properties to short-term lets. Reasonable steps may include:
 - Physical modification to the property in order to minimise noise impact on neighbours, such as:
 - Replacing wood/laminate/vinyl floors with carpets; or
 - Installing door closers to prevent doors being slammed
5. **Guest Arrival** - The licence holder must take reasonable steps to ensure that guests do not first arrive or finally depart from the property between the hours of 11pm to 7am. The licence holder must advise guests of this as part of their booking terms and conditions. (“Reasonable steps” allows for exceptions, such as significantly delayed transport).
6. **Recycling and Waste** - The licence holder must provide adequate information on, and facilities for, the storage, recycling and disposal of waste.

The licence holder must provide written documentation to guests, advising them of:

- Their responsibilities
- The use of the bins/sacks provided for the premises
- The location of the nearest recycling centre or recycling point

The licence holder must:

- Clearly label bins belonging to the premises
- Ensure that guests manage their waste in compliance when they depart
- Maintain the bin storage area and the exterior of the premises in a clean and tidy condition

7. **Common Areas** - The Licence holder must not affix a key box, or other device to facilitate guest entry to the property, to any public or jointly owned private infrastructure without prior written permission of the relevant authority or owner(s). The licence holder must be able to produce the permission to the licensing authority on request.
8. **Maintenance** - The Licence Holder must take steps to ensure that the property, fittings and furniture, water, drainage, gas and electrical installations, are maintained throughout the period of the Licence to the standard required. The licence holder should hold all the necessary certificates. This is supplementary to the mandatory conditions.
9. **Emergency Instructions** - The Licence Holder must ensure that instructions to occupiers on action to be taken in the event of an emergency, together with details of who to contact in an emergency along with their contact details, is clearly and prominently displayed within the living accommodation. This is supplementary to the mandatory conditions.
10. **Living Conditions** - The Licence Holder must ensure that the physical standards for the living accommodation remain suitable for the duration of the licence.
11. **Licence** - This licence is not transferrable, and the Licence Holder must not sublet the property for use as a Short-term Let to any party. This is supplementary to the mandatory conditions.
12. **Repossession** - The Licence Holder must ensure that actions to secure repossession are only by lawful means.
13. **LPG** - Prohibition of Liquefied Petroleum Gas (LPG) room-heaters and storage of inflammable liquids:
 - (a) The licence holder shall not permit the use or storage on the premises of LPG room-heaters or, unless in an external store designed and approved for such storage, the storage of any liquified petroleum gas (LPG) or any highly inflammable liquid, gas, or substance

- (b) This condition shall not apply to small amounts of liquids or gas sold in small non-refillable retail packs (e.g. lighter fuel or cosmetic appliance cartridges) kept by guests for their own use. Nor shall it apply to the external storage of LPG in cylinders or tanks which are provided by the licence holder for the provision of gas for cooking or for water or space heating or other domestic use, provided the storage complies fully with LPGA Codes of Practice and Building Regulation Technical Standards and that any installation connected to such cylinders or tanks complies with The Gas Safety (Installation and Use) Regulations 1998 or any amendment thereto
14. **Solid Fuel Appliances** - Where there is a solid fuel appliance within the premises (e.g. open fire and/or wood burning stove), the holder of the licence shall ensure:
- (a) the chimney/flue associated with the appliance is inspected and cleaned annually by a suitably competent person
 - (b) a record of the annual inspection and cleaning of the flue is able to be produced, on request by the Council
15. **Hot Tubs** - Where there is a hot tub provided at the premises, the holder of the licence shall ensure:
- (a) that it is suitably located and maintained so as to ensure it can be safely operated and used by guests
 - (b) that suitable and sufficient cleaning and disinfection procedures are in place
 - (c) that guests are provided with clear instructions on its safe use and any restrictions on its use
 - (d) that it is kept securely covered when not in use
16. **Gas and Electricity** - The Licence Holder shall comply with the current Ofgem provisions regarding the maximum re-sale prices of gas and electricity supplied, as appropriate.
17. **Insurance** - The certificates of building insurance and public liability insurance must be clearly and prominently displayed within the living accommodation for the duration of the licence.
18. **Fit and Proper** - The Licence Holder together with, (if applicable, any director, partner or other person concerned in the management of the licence holder) and if applicable the licence holder's agent (including any director, partner or other person concerned in the management of the agent) have been deemed fit and proper to hold a licence. In the event that any party aforementioned behaves in a way which would call into question their suitability to hold a licence, including but not limited to, any finding by a court or tribunal that they have practised unlawful discrimination; being charged with a criminal offence or of any civil or criminal proceedings relating to housing, public health, environmental health or landlord and tenant law resulting in a judgement or finding being made against them, then the Licence Holder must advise Fife Council as soon as reasonably practicable, and no later than 14 days from the date of the incident. This is supplementary to the mandatory conditions.

19. **Visitor List** - The Licence Holder must maintain up-to-date records of guests to include the following information:

- (a) Guest full name and contact details
- (b) Dates of entry and departure of each occupant

This information must be made available to Officers of Fife Council on request.

20. **Obstruction** - The Licence Holder must ensure that all approaches, staircases and passageways shall be kept entirely free from obstructions. All emergency exits or means of escape shall be available at all times and either capable of being opened from the inside without recourse to a key or, if a key is required, that key can be easily accessed. The layout and arrangement of premises shall be such as Fife Council consider satisfactory, where the property is inspected, to allow and permit the safe and orderly evacuation of the premises in the event of an emergency.

21. **Repair** - The Licence Holder must ensure that the building is maintained to a reasonable state of repair, having regard to its age, type and location. Garden and environmental areas should also be safe and adequately maintained. Both the exterior and interior of the property must be maintained in reasonable decorative order. This is supplementary to the mandatory conditions.

22. **Common Repairs and Maintenance** - Where the premises is in a shared building the Licence Holder should co-operate and participate in the general repair and maintenance of the building and the cleaning of common parts.

23. **Tradesperson** - Any repairs, safety checks, maintenance work, pest treatment or any other work carried out in respect to the property or any installations, facilities or equipment within it are carried out by a suitably competent person (relevant current training/qualifications and experience). This is supplementary to the mandatory conditions.

24. **Premises Alterations** - No alterations to the layout of the property including structural or non-structural shall be carried out within the licensed premises without the prior approval of the licensing authority, in writing. This is supplementary to the mandatory conditions.

25. **Material Change** - If there is a material change of circumstance affecting the Licence Holder, their agent or the operation of the premises; the Licence Holder, their agent or their legal representative must inform the licensing authority as soon as possible.

26. **Access to the Premises** - The Licence Holder shall ensure that, access is permitted to Fife Council Officers in connection with carrying out statutory duties, whether such inspections are scheduled or unannounced.