



All you need to know about your home



Tenant's Handbook

New edition: March 2019



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PART ONE

AGAMEMNON HOUSING ASSOCIATED LIMITED (AHA) AND OUR TENANTS

1. Introduction

Welcome to Agamemnon Housing Association and to your new home. Our tenants are very important to us, so we want to make sure we provide you with first-class, cost-effective services.

This handbook gives you information about your home and your local neighbourhood, including contacts that you may find useful. Please keep this handbook in a safe place, so you can refer to it whenever you need to. From time to time, we may send you extra pages to keep you up-to-date with the latest information. We asked tenants to give us feedback on what is included to make sure we have covered everything and it is easy to follow. However, if there is any information you need which isn't covered in this handbook or in your tenancy agreement, please contact us.

Contact your Warden or the Head Office on: 023 9238 7086. We will be happy to help.

1.1. Moving into your home - things to remember!

We appreciate that it can be stressful moving into a new home. Here's a handy checklist to make your move easier:

- a. Contact gas, water and electricity suppliers to set up or change your utilities account.
- b. Take meter readings as soon as you move in. The Warden will take a reading when the keys are handed to you and forward to the supplier.
- c. Contact your local council to set up or change your Council Tax payments and to add your household to the electoral roll. The Association will also notify the local council.
- d. Find out where your stop taps, fuse box and trip switch are located (contact your Warden if you need help).
- e. Arrange contents insurance for your personal belongings. Buildings insurance is already set up for your home.
- f. Redirect your mail from your previous address. Please contact your local post office for advice.

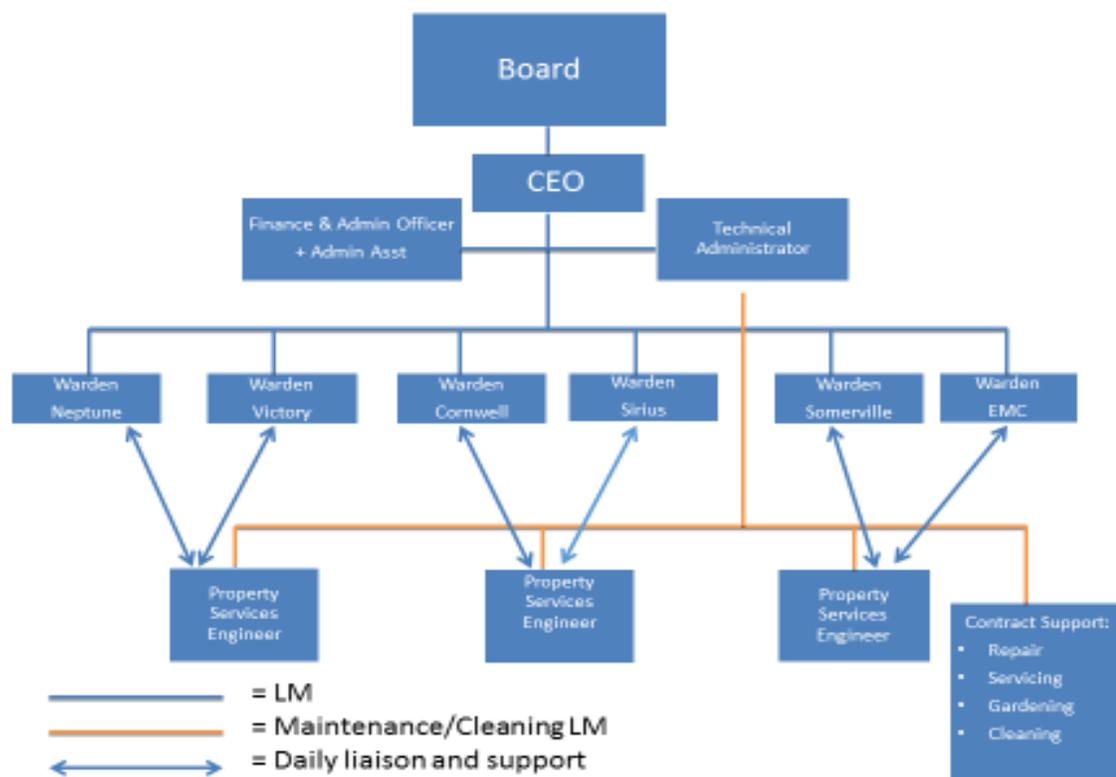
- g. Each Court has a Concessionary TV Licence in place, so if you are under 75 years you will have to complete a form (please obtain the form from the Warden). However, if you are under 75 years old and work more than 15 hours per week you will need to obtain your own TV licence and provide a copy to the Warden.
- h. Remember to tell your doctor, dentist, bank, employer and DVLA of your new address.
- i. If you install a phone, please let us know your number via the Warden.

2. About the Association

Agamemnon Housing Association is a non-profit making housing association registered with the Financial Services Authority under the Industrial and Provident Society Act 1965 with charitable status. It is also registered with Homes England, a Government agency which ensures that public money provided for housing is properly and wisely used. It also regulates the performance of all registered Social Landlords.

The Association aims to provide flats for rent to people aged 60 years or over at affordable rents with preference given to those who have served as ratings/other ranks in the Royal Navy/Royal Marines, QARNNS and former WRNS and /or their widow/widowers, who are in need of accommodation.

The Association is controlled by a Board of Management comprised of volunteers who are interested in the aims of the Association, decide its policies, and oversee the work of the Staff.



3. Head Office

The Association's Head Office is situated in Agamemnon House, Lindisfarne Close, Cosham, PORTSMOUTH PO6 2SB (Telephone 023 9238 7086). The office is normally open from 8.30am to 4.00pm Monday to Thursday and 8.30am to 4pm on Fridays. Management staff will usually be in your Court at least once a week and arrangements to see them can be made via the Warden.

We are all here to help!

4. Court Staff

The names of the Staff in your court and information about their responsibilities are set out in a note in your folder.

4.1. Abuse of Staff or Contractors

As a landlord and an employer, the Association recognises the importance of meeting tenants expectations of a high standard of delivery but, not at the cost of the abuse of its services or the mistreatment of its staff.

The Association will not tolerate physical or verbal abuse of any kind towards its staff or contractors. Unacceptable behaviour is defined as behaviour which is aggressive, vexatious, rude, derogatory, inflammatory, unsubstantiated allegations and persistent or any form of abusive behaviour. It also includes the persistence of unreasonable demands.

Unacceptable behaviour is a breach of your tenancy agreement. The Association's staff will always give adequate warnings to the tenant when unacceptable behaviour occurs and will report the incident to the CEO. If the behaviour persists after the first warning then the CEO will arrange a meeting with you and this may then result in a formal written warning. If this still does not resolve the situation and there is continued unacceptable behaviour then this may result in the issue of an Antisocial Behaviour Order. But, if there is a continued failure to adhere to the protocol your tenancy will be at risk and the Association will seek legal proceedings to end the Tenancy.

5. Consultation with Tenants

The Association accepts responsibility to consult with tenants on matters which might affect them, and tenants views will be taken into account. Where improvement work is planned, the Association will seek the approval of tenants by visiting them to explain. If a sufficient number of tenants are affected, a meeting and display will be arranged. AHA will similarly consult tenants over any new programme of maintenance or a major change in management practises.

5.1. **Tenant Participation Meetings**

Twice a year a Tenants Participation Meeting is held at each Court. Reasonable notice of the meeting is given to all tenants via the Electronic Information Screen and all tenants are invited to attend. If you have any questions or issues you wish to raise it is requested that you provide them to the Warden, at least one week before the meeting and the questions will be researched by the CEO and Board of Trustees so that an answer can be provided at the meeting. If it is not possible to give an answer at the meeting, then the CEO will provide a timeframe to get a response to you.

6. **Social Constitution**

All courts that have a social committee are to manage its affairs under the Association's Social Group Constitution. Please ask your warden for details of the Committee. The objectives of the Committee are:

- a. To promote social, welfare and recreational activities for the benefit of all tenants.
- b. To consult and involve all tenants about suggested activities, costs and spending.
- c. To improve and develop wider community partnerships and facilities.
- d. To promote equality and inclusion for everyone.

7. **Grievances**

If you have a complaint regarding a matter arising within the building, you should discuss it in the first instance with the Warden, and if he or she is unable to satisfy the complaint it should be referred to the CEO, preferably by letter, at the Head Office. For complaints regarding decisions or actions of the Association as a whole, you should write to the CEO, as above. Matters referred to the CEO will, if appropriate, be discussed with the Board of Trustees before a reply is sent. If you are still not satisfied there are other courses of action open to you. Local Councillors, Citizen Advice Bureau or the Law Society will be able to advise you upon the most appropriate means of dealing with your problem. As a last resort there is recourse to the Housing Association Ombudsman who is empowered to deal with certain specified matters. Details of how to involve the Ombudsman are enclosed in your folder together with a form on which to give details of your complaint.

8. **Exchanges/Transfers**

Exchanges/transfers of accommodation may be approved, but with the provision that tenants pay a 2 week additional rent and service charge to cover administration and overhead costs. Any request must be put in writing (or email) to Head Office, providing reasons why the exchange/transfer is requested. If the reason is on health grounds, the Association may request that you provide further evidence from your GP/Consultant. A pre-move out assessment of the flat must be completed by the Warden and PSE and any issues identified

that are deemed more than the expected fair age, wear and tear, must be rectified before the flat is vacated. If they are not, any additional costs incurred by the Association, will be passed to you for payment. All applications will be judged on their own merits including any history of arrears. **Please note that the Association's decision is final.**

9. **Equality and Diversity**

Our vision for diversity is one where our tenants have an equal chance to access our services regardless of their age, disability, gender, race, religion or belief, or sexual orientation. We recognise that currently, many people generally do not experience fair access to services or a fair quality of life. The Association will not tolerate discrimination (direct and indirect) against any individual or group.

What is Equality and Diversity?

Equality protects people from being discriminated against on the grounds of group identity, i.e. gender, race, ethnicity, disability, sexual orientation, age, faith or belief.

Diversity is about recognising, respecting and valuing the differences between individuals within the workforce and among service users.

It is about treating people according to their specific needs, and ensuring no individual or group is disadvantaged by policies, services or employment practices.

Our commitment to Equality and Diversity:

- a. Identify and remove barriers to accessing services, employment and choices.
- b. Prevent discrimination (direct and indirect) against any individual or group.
- c. Ensure services are tailored to peoples' individual needs.
- d. Revise working practices and service delivery to ensure equal access to all.
- e. Comply with legislation including the new Equality Act.
- f. Fulfil inspection recommendations and guidance.
- g. Comply with the Social Housing Equality Framework.
- h. Demonstrate our compliance with the Involvement and Empowerment standard, understanding and responding to the diverse needs of tenants.

Older Persons' Housing Strategy

The aim of the strategy is to ensure that there is a range of good quality and affordable public and private housing, which meets the changing needs of older people.

The Agamemnon Housing Association Ltd will work towards this aim:

- a. Support people to stay in their home for longer
- b. Provide better information on housing related services
- c. Provide a choice of specialist (sheltered) accommodation
- d. Improve sustainable stock
- e. Demolish unsustainable housing
- f. Where necessary, work with partners and house builders to provide new homes, which meet aspirations

PART TWO

YOUR RIGHTS AND RESPONSIBILITIES AS A TENANT OF THE AGAMEMNON HOUSING ASSOCIATION LTD

The Housing Act 1996 gives you certain rights in connection with your tenancy. This Chapter explains some of them, as well as other rights and responsibilities.

10. Your Tenancy

Your copy of the Tenancy Agreement between yourself and AHA is enclosed in your folder, unless already given to you when commencing the tenancy. The Agreement is a comprehensive document and is self-explanatory, but should you require clarification of any matter dealt within the Tenancy Agreement do not hesitate to discuss it with the Warden.

11. Variations of Tenancy Conditions

The procedures that the Association will follow should it consider it necessary to vary the conditions of the Tenancy Agreement are set out in your Agreement. Most changes, including changes to the type of services provided, would only become effective after consultation with yourself and other tenants affected. The exceptions to this are changes in Rent (including Service Charge).

12. Security of Tenure

Tenants of AHA have security of Tenure and are Secure Tenants.

13. Eviction

You cannot be evicted from your home without a Court Order. AHA's policy is to seek to evict only as a last resort, and then only for a serious breach of conditions of Tenancy. However, we take debt seriously and we will pursue debt through the small claims court in all cases.

14. Moving Away

If you wish to end your Tenancy, you must give at least one month's notice in writing to the Association. All tenancies end on a Friday, so the notice will be taken from the nearest Friday to the date on the notice. Upon receipt of the notice you will be advised that the flat will need to be inspected (preferably within 7 days from receipt of the notice) and the Warden/Property Service Engineer (PSE) will arrange this with you. Once completed, you will be provided with a copy of the report within 24 hours of the inspection. You are expected to leave the flat clean, empty and in a reasonable state of repair and if any issues or concerns are raised at the initial inspection, you will be expected to rectify these prior to the end of the tenancy. If you have had any flooring laid or accepted a flat with flooring in place, then this should be taken up and removed, including gripper rods. Any broken fixtures or fittings must be repaired or replaced before you leave. At the end of the tenancy the keys of the property must be delivered to the

Association no later than mid-day on the final day or a further weeks rent will be due; the keys must be handed to the Warden and signed for. At this point a final check of the flat will be completed; if there is any outstanding work(s) noted or if the flat has not be left in a reasonable state, this will be raised with you and if not rectified, then please note that the cost of any work carried out by the Association to attend to this will be charged to you. The Warden will also take a final meter reading.

If you have a telephone, broadband etc. fitted you must notify the appropriate company of your move. Please remember to re-direct your post. There is a statutory requirement to leave a forwarding address when you leave the Association.

A guidance leaflet on what is expected when you vacate the flat will be given to you.

If a tenant has sadly passed away, their Next of Kin or Solicitor if the estate is in probate, can give written notice. In the event of this not being possible, the Association will write to the registered Next of Kin stating that the 28 days' notice will run from the nearest Friday to the date the Tenant passed away.

15. **The Right of Succession**

The Association's policy is to allocate two person accommodation on a joint tenancy basis. This means that both partners have equal claim to the Tenancy and equal responsibilities. Should one party die or leave the property, the other succeeds and becomes the sole tenant. There is no further right of succession.

In the case of a sole tenancy, there is no right of succession.

In Sheltered Housing conditions with their shared facilities and limited living space, the Association would not expect other members of the family or friends to be accommodated on a short term basis or permanently in your flat.

16. **The Right to Take in a Lodger and Sub-Let Part of Your Home**

This is dealt with in the Tenancy Agreement. The Tenant should not take in any lodger or create any sub-letting of the whole or any part of the flats.

17. **The Right to Buy**

Some housing association tenants have the 'Right to Buy' the homes in which they live. AHA has charitable status and tenants of charitable associations do not have this right. The present policy of AHA is not to sell or grant long leases on its properties, to do so would conflict with the Association's aims which are to provide decent accommodation to rent.

PART THREE

THE RENT AND OTHER CHARGES FOR YOUR HOME

18. Rent

Initially, the rent for your home was set by following the advice of the Hampshire Fair Rent Officer who is a public employee totally independent of the Association. Currently fair rents are regulated by the Valuation Office Agency; please see the gov.uk website for more information.

18.1. How Your Rent is Set

The Association has obtained an advisory figure for rent as mentioned in paragraph 18 above. The Tenancy Agreement allows for a revision of that figure annually and the Association will then consider if any increase is necessary by reference to the general cost of living indices published periodically by H M Government and Homes England guidelines. You have the right to appeal to a **Rent Assessment Tribunal** if you consider the Association is making excessive charges.

19. Service Charges

If you have a Tenancy where extra services are provided by the Housing Association your rent will include a Service Charge which represents the value to you of those services. Services include items such as lighting and cleaning of communal areas and communal TV aerials. The amount of Service Charges will be shown in notices to each court annually and by a letter to each Tenant. The letter also explains how much of the Service Charge is ineligible for Housing Benefit.

20. How to Pay Your Rent

Your rent is payable when your tenancy commences, the first Friday, in advance. The rent is payable by Bankers' Standing Order and can be payable either fortnightly or monthly in advance.

20.1. Help with Paying the Rent – Housing Benefit or Universal Credit

You may be entitled to housing benefit to help with the payment of your rent. This is a government scheme run by the local authority/Benefits Agency. A leaflet explaining the scheme and an application form can be obtained from the local Council Offices. Enquiries are best directed to the Housing Benefit section of the Council's Housing Department who will be happy to assist you to fill in any forms. The figures used in calculating Housing Benefits are normally reviewed every November so if you want to check if you are eligible for Benefit, do see that you have a current leaflet.

Not all items covered by the Service Charge are eligible for Housing Benefit, so we will inform you each year of what is ineligible.

Finally, if you are entitled to housing benefit you can ask that the local authority pay this direct to the Association. Please make enquiries with the Benefits section of the Council's Housing Department who will be happy to assist you with this.

If you receive Universal Credit, this is dealt with by the Department for Work and Pensions and has to be applied for online. Please seek help and advice from your local Benefits department of the Council or Citizens Advice Bureau for further help, advice and assistance.

20.2. **Difficulty in Paying Your Rent**

The first thing to do if you are having problems in paying your rent is to contact the Association. We will then be able to advise you about the possibility of obtaining benefits to which you may be entitled, or making other arrangements to help you. Please let us know if you have difficulties and we will do our best to help, but the Association is in no position to accept persistent arrears and you will be expected to make some mutually acceptable arrangements to clear any debt.

21. **Council Tax**

Council Tax is the responsibility of each tenant and payable direct to the Local Authority demanding them. You are advised to seek information from the Local Authority about the most convenient method of payment.

22. **Rebates**

If you are entitled to a Rent Allowance or Housing Benefit, you may also be entitled to assistance with your Council Tax. Leaflets describing the various allowances are available on request from the Local Authority/Benefits Agency or Citizens Advice Bureau.

PART FOUR

REPAIRS AND MAINTENANCE

23. Whose Responsibility is it?

The Rent you pay includes a contribution towards the cost of repairs and maintenance. The Tenancy Agreement sets out exactly which items the Association undertakes to look after and maintain. These include the structure and exterior of the building, drains, gutters and external pipes, plumbing systems, baths/showers, basins and toilets, and the heating and hot water supply equipment. If any of these items are damaged by you, your family, your guests or because you have misused them or not looked after them properly, then the Association will still carry out the repair but may charge you for it.

23.1. Property Services Engineers (PSE)

Please note that the PSE is employed by the Association to carry out the maintenance and repair of its buildings. They are not there to carry out personal jobs for tenants. Examples are (but not limited to) hanging a picture, wire a plug, change a light bulb, repair a mobility scooter, and fit a cooker. Any jobs of this kind, you should either see if a family member or friend can assist. But, in the instances of fitting a cooker or any other electrical works, these should be carried out by a qualified electrician and an Electrical Safety Certificate obtained.

24. Decoration

The Association will decorate the communal parts of the building and the exterior, staircases, corridors and hallways, normally every five years or as necessary. The Association will not normally decorate the inside of your home.

You may decorate your home yourself, but do consult the Association first. We are willing to advise on types of decoration, materials etc., during consultation we will advise on the location of concealed wiring for electricity and alarm systems. The use of wallpaper is **NOT** permitted, however the use of wallpaper borders is allowed but must be removed when the tenancy ends. Also, if you paint the walls a different colour then they must be returned to the original colour at the end of the tenancy.

a. **Flooring** - The Association does not permit the use of laminate flooring above ground level, or similar materials because of the noise factor. If you are arranging for any type of flooring to be laid, then please note that this must NOT be stuck down. Any flooring fitted should be removed at the conclusion of the tenancy; this includes any underlay and gripper rods.

b. **Doors** - Finally, the doors within the Court and your flat are fire doors and must NOT be removed, altered, adjusted or painted/varnished as this could affect the fire protection effectiveness of the door.

24.1 Adaptions

Please consult with the Association on any alterations or adaptions before they are completed. Any request must be put in writing (or email) to Head Office, providing reasons why the alterations or adaptions are required. If the reason is on health grounds, the Association may request that you provide further evidence from your GP/Consultant. If a third party i.e. Occupational Therapist, Adult Social Care etc. have advised you that an adaption or alteration is required, please ask them to email their request to Head Office, the email address is property.maintenance@agameemnon.org.uk. All requests will be subject to certain standard conditions and must be approved, in writing, by the Association BEFORE any work commences. The conditions are:

- a. There will be no cost to the Association for this work unless it is safety related. Mobility problems do not constitute safety.
- b. The work is completed by a qualified contractor.
- c. The design is in keeping with standard designs in the Court.
- d. The contractor must have Third Party Insurance for at least one million pounds to cover his work and in the event of an accident or damage to third parties or buildings; you should satisfy yourself that such insurance is in place.
- e. All debris is removed from site.
- f. No work to commence before 0800 or after 1600 - Monday to Friday. No work at weekends.
- g. The contractor is responsible for any Planning Applications (if applicable) and ensuring that Building Regulations are adhered to.
- h. A copy of the certificate of electrical installation must be forwarded to the office so our main records are kept up to date (if applicable).
- i. The Contractor books into the building via the Warden and complies with the Association's Health and Safety Policy.
- j. Painted walls are returned to magnolia on completion of the tenancy unless accepted by the new tenant.
- k. Any cupboards or other items removed must be reinstated on completion of the tenancy, unless otherwise advised.

25. **How to Get Repairs Done**

If the Association is responsible for the repair, inform us as soon as possible. The Association cannot take any action until a defect is reported. In the first instance tell the Warden. In the absence of the Warden, the information should be passed to the Association's office during normal working hours on: 023 9238 7086.

25.1. **Emergency Repairs**

Tenants should contact the Warden or the Association's Office during the working day (023 9238 7086). Out of hours, all emergency maintenance issues are only to be reported by pulling the emergency cord and contacting Chichester Care Line. Chichester Care Line will then contact the Association or relevant contractors if the situation is deemed an emergency. Please only contact the Association or pull the emergency cord straight away if:

Water There is a burst pipe or blocked drain, or the water supply fails.

Electricity If the electricity fails or if you receive an electric shock from any fitting. Please also turn off the electricity at the mains. Failure of electricity does not need reporting if there is a power outage in the local area.

Loss of heating Loss of heating between: 31st October - 1st May.

Insecure Flat Insecure windows or Flat door. (Locking yourself out of the Flat may lead to a call out charge).

Lifts **If the lift is out of order or** somebody is trapped in a lift.

If the call out is not deemed an emergency then you may be charged for the unwarranted call, which may include the Contractor's fee plus the cost of the Warden or PSEs time to deal with the matter. This will be considered on a case by case basis.

Please DO NOT call a contractor direct.

25.2. **Contractors**

If a fault or defect reported cannot be resolved by the PSE, then the Association will call on one of its Contractors. At no time should a tenant call the Contractor direct. The procedures stated in paragraphs 25 and 25.1 should be followed and if deemed necessary, the Association will call the appropriate Contractor. If a tenant does call a Contractor out then the cost of this call out will be passed to the tenant for payment.

Please DO NOT call a contractor direct.

26. **Water and Sewage Charges**

All water is supplied to the building through the Water Company meter. Sewage leaving the building cannot be measured but is deemed to be 92.5% of the water supply. Charges are levied by the Portsmouth Water Company and Southern Water Services for the supply of water and removal of wastewater. These charges are then apportioned between all Tenants and are payable, in this case to the Association. It is in the interest of all Tenants to avoid unnecessary waste of water. These charges are currently included within the Service Charge and have been since 1st January 2016.

27. **Legionella**

This disease is usually linked with large buildings – such as hotels and office blocks – with complex water systems where the bacteria can spread easily. But scientists at Public Health England (PHE) have found that the killer organism is on the increase in domestic homes. Experts fear household showers may be to blame for numerous cases each year where the source of infection cannot be identified. The bug thrives in stagnant water above 20C. Showers, taps and wash basins can become contaminated if they are not used for a few days. Even garden hosepipes can harbor the bug if they are left filled with cold water that heats up to the right temperature in the sun. Scientists urged the public to use showers as often as possible to prevent water stagnating, and to clean shower heads regularly. The Association has mandatory water management and Legionella assessments every 2 years. All shower heads will be checked every 3 months so you're Property Services Engineer will require access to your home to conduct these checks. We recommend running your bath, sinks and shower regularly, and if you've been away, running them for a minimum of five minutes before using them. Additionally, we suggests making sure your hot water is hot and cold water is cold - if hot water is above 60 degrees this kills Legionella bacteria, and below 20 degrees it discourages it from growing. Being careful around standing water is also important - this includes glasses of water that have been sitting for days. Finally, wear gloves while gardening since Legionella grows in soil.

28. **Electricity Charges**

There are many suppliers of electricity and the Association cannot dictate who your supplier should be but it would prefer all flats to be supplied by Southern Electric as this eases the administrative burden. If you do decide to change the supplier of your electricity you must supply the Association with: **name of your new supplier, account number and date of change.**

You are responsible for payment of electricity used in your flat and will normally be billed quarterly by the supplier and must make payment direct to them on demand. The cost of electricity used in all communal parts of the building you live in is met from your Service Charge. However, the cost of that is taken into consideration by the Association when making rent assessments. It is in the interest of ALL Tenants to avoid unnecessary wastage of fuel in Communal areas.

29. **Access to your home**

Association staff may require access to your home from time-to-time to inspect the condition of the flat or to assess the need for repair and general maintenance. Normally 24 hours' notice will be given, but in an emergency immediate access may be necessary. The Association requires access to your flat annually to carry out an annual flat inspection plus a Stock Condition Survey.

PART FIVE

LIVING IN YOUR HOME

30. Service Cupboards

At some courts there is space for storage within the service cupboards. Please note that the Association will require access to all of the services within the cupboard at all times and they must not be blocked or obstructed. Tenants may use the allocated area of the cupboard for storage, but for your safety and the safety of all tenants and staff no flammables can be stored. This includes but is not limited to aerosols, petrol, lubricants, white spirit and any other hazardous materials.

31. Insurance

Tenants have the choice to decide whether or not to insure their belongings. Some decide not to do so, thinking that the risk is worth taking. However, fires, water leaks and thefts may occur, which could result in heavy personal losses. In such circumstances neither the Association nor any other Agency have any obligation to give financial assistance or compensation. You are, therefore, urged to insure the contents of your home and your internal decoration against all contingencies. Insurance does not have to be expensive and any reputable Insurance Company would be glad to give you a free quotation. The Association's insurance covers ONLY the structure and the Association's fixtures and fittings in your home.

32. Keys

Please make sure that your spare key is kept in a safe place. It will be expensive for you if you have to break a window or force open your front door if you lose or forget your key. In the event that any keys and/or fobs to the premises are lost, you must notify the Association as soon as possible. You will be asked to pay to the Association reasonable costs in replacing the keys, fobs and/or locks involved within a reasonable time of receiving a written request for payment. Locking yourself out of the flat may result in a call out charge if staff or a contractor has to attend. This is not deemed an emergency unless there is a clear security issue.

WARNING Because your keys are part of a **MASTER SUITE** it is not possible for a recognised locksmith to make replacements unless they have the authority of the Association. Hardware stores and High Street suppliers of keys are not able to obtain the necessary "blanks" - for good security reasons, so please do not label your keys with your name and address as this could give the finder unauthorised access to the building and your flat.

Please note that you must not alter or change existing locks or install new or additional locks on any doors or windows without formal consent of the Association. If, with the Association's consent, additional keys and/or fobs are made, then a list stating the number of sets of keys and/or fobs in existence is to be sent to the Association. At the end of the tenancy you will

hand back all such additional keys and/or fobs together with all original keys and/or fobs to the Premises at no cost to the Association.

32.1 **Key Safes**

If you consider that you would like a key safe outside your flat door, so that your family member or carer can access the flat without you having to answer the door, then please speak to the Warden. They can arrange for a key safe to be fitted outside your flat door by the PSE. The key safe will belong to the Association therefore, you must provide the Warden with the original code and advise whenever you change it. You can use the spare key you were given at the commencement of the tenancy, to place in the safe. However, if you require an additional key, the Association can arrange this, but there will be a charge for the key to be cut. The key is part of a master suite and cannot be cut by any locksmith. Only the Association can get additional keys cut. (The cost can range from £13 - £20 per key.)

33. **Emergency Pull Cords**

Please do not tie up your emergency pull cords or shorten the cords because in the event of a fall you may not be able to raise the alarm. This has happened in the past, next time could be the last for someone!!! Please make sure it is not you. If the Association has to call the contractor due to any issue regarding the pull cords and the reason is because you have tied them back or hung something on them, then the Association will pass this charge on to you for payment.

SO PLEASE RESTORE ALL PULL CORDS TO THEIR RIGHTFUL POSITIONS.

34. **Pendants**

In addition to the pull cords situated in the flat and communal areas you can purchase a pendant so that you have access to the service in any situation and at all times.

- a. Please put your request to the Warden who will provide you with a form to complete. **Please be sure that you want the pendant, as once ordered it cannot be returned and there will be no refund unless it is found to be faulty.**
- b. The Warden will contact Chubb for the cost, including P & P and advise you accordingly (in January 2019 this was approximately £55.00). If you wish to go ahead, please confirm to the Warden who will order the pendant. You can pay the Warden by cash or cheque or you can arrange a bank transfer. If paying by cheque, it should be made payable to the "Agamemnon Housing Association Ltd." If making a bank transfer the Association's bank details are: NatWest, Account: 00101931, Sort Code: 56-00-64. Please ask the Warden for the reference that your Bank will need to quote. Upon receipt of payment the Warden will give you a receipt.
- c. Once received and only if you have paid for the pendant, the Warden will activate the pendant, programming it to the Court's system before passing it to you. **If you change your**

mind the pendant will still have to be paid for; as stated in Paragraph 34a, returns and refunds are not possible, unless the item is faulty.

- d. Chubb have previously indicated that the pendant will last between 1 – 3 years, depending on usage.
- e. Please note that if the battery runs low, please inform the Warden as soon as possible. The Warden will contact Chubb to ascertain the best way to proceed, either with a replacement battery or to order a new pendant. The reason is, in the past, it has been cheaper to obtain a new pendant, rather than change the battery.
- f. Please do not throw away the pendant as it must be deactivated from the Warden Call System. If this occurs then the Association will have to call out Chubb to deactivate the pendant and the cost of this call out will be passed to you for payment. The last time this occurred the cost was £200.00 (August 2018).
- g. If you lose the pendant, please inform the Warden as soon as possible. If it cannot be found the Warden will call Chubb to deactivate it and the cost will be passed to you. As above the cost is in the region of £200.00 (August 2018).
- h. If the pendant becomes faulty, please inform the Warden who will contact Chubb on your behalf. However, if it falls outside any guarantee the cost will be passed to you, the Tenant.
- i. Finally, if you give notice to vacate the flat, please pass the pendant to the Warden when you leave, so that the pendant can be deactivated from the system.
- j. If you, the Tenant are not in a position to vacate the flat personally, please make sure that your next of kin are aware of what to do with the pendant and not throw it away. The Warden can only deactivate the pendant from the Warden Call System if they have the pendant to hand. If it has been disposed of then Chubb will have to be called out to do it and the cost passed to you. This can be in the region of £200.00 or more.

35. **Fraudulent Access**

It is important that you are careful who you admit to your flat if you are unsure of their identity. AHA Staff will all be known to you and any changes in Staff will involve the Warden ensuring that you are aware of the identity of any new employee. Any outside contractor working for the Association will either have a letter of authority to carry out repairs in your home, be introduced by the Warden/Property Service Engineer or a member of the Management Staff. Electricity, Water Board and Council employees all carry means of identification. Any person claiming to call on you on business should not be permitted to enter your home unless you are satisfied as to their identity. There is a security camera incorporated in the door entry system which can be tuned into a spare channel on your television and allow you to see who is ringing your door bell before you decide to admit them.

36. **Some Ways to Avoid Being a Victim of Crime**

- a. Never leave your home unoccupied without making sure that the windows are secured and the doors locked.
- b. Don't invite thieves by having curtains drawn in the daytime or leaving notes for callers.
- c. When you go on holiday, cancel the newspapers and milk deliveries etc. Please inform the Warden when you are going to be absent from the building overnight or longer. Inform the Warden, neighbour or Police of your holiday address.
- d. Never leave cash or valuables around.
- e. Lock up before you go to bed, making sure that the windows are secure, especially those on the ground floor or near drain pipes and flat roofs.

37. **Pets**

No dogs, cats or other animals, apart from small cage birds, are allowed to live or stay within Association property. Guide Dogs for the Blind, Hearing Dogs and Dogs for those suffering from epilepsy are permitted. However, visiting pets are allowed in Tenants' flats with permission from the Warden under the following policy, this does not include stray or neighbouring cats:

- a. **Permission.** The warden will decide if permission is given for a pet to visit after a risk assessment is conducted where the following will be considered:
 - i. Type of pet.
 - ii. Capability of Tenant to host a pet.
 - iii. Potential noise nuisance or general nuisance to other tenants or their visitors or to others in the locality.
 - iv. Location of property, access to and size of the property.
- b. Tenants that are given permission to host visiting pets must sign an agreement that will remain on the Tenant's file and confirm:
 - i. That they are responsible for the pet and its owner during the visit.
 - ii. Pets must be under control on a lead or in a basket when moving through Communal areas.

- iii. The pet will be relieved before arriving at the Court and not be allowed to foul in the Court's boundaries.
- iv. The pet will not be taken or allowed to go into communal gardens and communal rooms.
- v. They will remove any accidental fouling and make good any area within the Court boundary or in the locality.
- vi. They will pay for any damage caused in their property or Court caused by the visiting pet – this includes, but is not limited to, personal injury and cleaning of communal areas after fouling.
- vii. Pets may not stay overnight.
- viii. Pets are not allowed in Guest Rooms.

38. **Business in Your Home**

It is a condition of your Tenancy Agreement that businesses should not be conducted in your home and you must not exhibit any sign or advertisement about business.

39. **Household Rubbish/Re-Cycling**

The local authorities have been set targets by central Government to reduce the amount of waste going to landfill sites and have supplied all courts with recycling bins in order to achieve these targets. This is in your interest as it reduces your Council Tax bill and is environmentally friendly:

- a. All moist rubbish and kitchen waste must be securely wrapped before being placed in the appropriate bin. If you do not do this, the building may become infested with vermin and smell badly.
- b. All items for re-cycling except **GLASS** should be flattened wherever possible and placed in the appropriate bin. Glass should be placed in the containers provided and will be removed to a bottle bank by a member of staff.
- c. If you have items of unwieldy rubbish for removal such as an old bed, fridge, freezer etc. you should contact the Borough Engineers Department of the local Council, the Warden can advise on this.

40. **Noise**

Noise from neighbours can be a real nuisance. It is therefore important to make an effort to keep noise to a minimum, e.g. keep TV's, music and media players, radios and pianos or other musical instruments away from party walls, please keep the volume down, particularly late at

night or early in the morning. There are devices available to help the hard of hearing enjoy music etc., please use them where necessary.

41. **Gardens**

The Association uses contractors to clean outside areas and maintain grass and shrubs. Tenants who wish to help with flowers and other garden attractions should liaise with the Warden.

42. **Mobility Scooters**

Tenants are to seek authority from the Association before bringing mobility scooters on to the premises. Large scooters are not to be brought into communal areas. Tenants must hold mobility scooter insurance and a copy must be submitted to the Warden. Tenants are to pay a fee to the Association for charging the battery using communal electricity. Batteries are only to be charged in communal areas between 08.00 am – 20.00 pm for safety reasons. Tenants must park their scooters in designated areas and walk ways are to be kept clear at all times. Care must be taken when tenants are driving mobility scooters within the building, speed is to be restricted to walking pace. Personal injury or damage caused by scooters is to be reported to the Head Office via the Warden.

43. **Internet Services**

Wi-Fi hot-spots are available for tenants to use in the main communal lounge in each court. The Wi-Fi system is provided on an "as is" and "as available" basis, without warranties of any kind. The Association does not warrant that the services will be uninterrupted, error-free, or free of viruses or other harmful components. By using the Wi-Fi in our lounges, tenants expressly acknowledge that there are, and assumes all responsibility related to, the security, privacy and confidentiality risks inherent in wireless communications and technology and the Association does not make any assurances or warranties relating to such risks. No advice or information given by the Association or its representatives shall create a warranty. We may terminate access to the Wi-Fi system at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this agreement, security or safety reasons, and/or using the Wi-Fi system to perform any illegal activity. By using our Wi-Fi, you further agree that in the event of termination for any reason, the Association will have no liability to you. By using our Wi-Fi system, you agree to not use the system to:

- a. Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libellous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- b. Harm, or attempt to harm, minors in any way;
- c. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System;

- d. Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- e. Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- f. Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
- g. Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- i. Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
- j. "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
- k. Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

You understand and agree that Agamemnon Housing Association may disclose your communications and activities using the Wi-Fi in response to lawful requests by governmental authorities.

44. **Smoking**

Smoking, including vaping is not permitted in or around all in-door communal areas including corridors or external areas outside the main entrance to the Building or near to any ground floor windows of the Building. Smoking, including vaping is also not permitted in the individual tenant flat for all new tenancies that commenced on or after 19 October 2017. Tenant(s) whose tenancy commenced prior to this date will be able to continue to smoke within their flat but will be subject to new rules regarding any nicotine damage/staining within the flat. The cost to rectify this damage cannot be attributed to fair age, wear and tear. Therefore, at each annual flat inspection the flat will be assessed and if nicotine damage is noted you will be informed and given three options, these are:

a. Rectify the damage using their own tradesmen at their own expense within 3 months.

or

b. Pay the Association for the damage in a one off immediate payment and the damage will be rectified by the Association at the end of the Tenancy.

or

c. Pay the Association for the damage in instalments of £30 per month and the damage will be rectified at the end of the Tenancy.

You are also asked to take reasonable precautions not to allow smoke to cause nuisance to other tenants or tradesmen working in their flats.

45. Information Screens

There is an information screen situated near to the Warden's office. All the latest news, information and events are relayed via the screen. So please remember to take a look for information and updates relating to the Court which will include up and coming events, any Warden absences and communal works within the building.

PART SIX

THE ASSOCIATION'S STAFF AND COMMUNAL FACILITIES

46. **The Warden**

The Warden's prime duty is the welfare of all the tenants and to provide background support where necessary but to encourage independence at the same time. In the event of ill health or in an emergency, the Warden will call a Doctor, other professional help or summon relatives, whichever may be required.

The Warden is not expected to do shopping or undertake day to day care of tenants, except in an absolute emergency, and then only until relatives, friends, or the appropriate Social Services Department can provide the help that is needed. The Warden will arrange for prescriptions to be collected/delivered if the resident is unable to collect them themselves. Tenants can often help by doing everyday tasks of this kind for each other.

You will appreciate that the Warden must have adequate time to enjoy their own life, and whilst they will deal with emergencies at any time they are in the building, non-urgent matters should be reported on weekdays during normal working hours.

A relief Warden will not normally be appointed to cover absences of the Warden unless it is for a period of more than two weeks. The Warden's working hours are displayed at the main door of the Court. Outside of these hours the Court is switched to the Chichester Community Careline who on operation of the pull cord will take the same action as the Warden in the event of an emergency and summon relatives, a Doctor or other professional help as required. Wherever possible absences by the Warden will be promulgated on the information screen in advance.

47. **Cleanliness and Care of Communal Facilities**

Communal areas are cleaned by the Association's staff, but you can help by respecting the communal furniture and effects, by generally keeping these areas neat and tidy.

48. **Automatic Washing and Drying Machines**

Washing machines and tumble driers are provided for the use of tenants only. These should be used in accordance with the instructions in the laundry area. The washing machine installed is designed to use automatic washing powders only. If you use ordinary powders it is likely to clog up the machine and involve the Association in costly repairs.

The cost of the laundry service is recovered through the Service Charge so use should be limited to conserve water, electricity and maintenance of the machines. Tenants may only wash and dry their own laundry in the communal washing machine and drier.

49. **Guest Rooms**

The Guest Rooms may be used by a relative or close friend visiting for a short period. A small charge will be made for the use of this facility which contributes towards the running costs. Bedding is supplied but if used, it must be replaced freshly laundered by the host within 48 hours. Priority will be given to requests when the room is required by a relative or close friend of a Tenant who is ill, and it may be necessary to ask a visitor to give up the room for this reason. Bookings are made via the Warden. If you book the guest bedroom you will be expected to leave it clean and tidy on vacation and pay for any damages. Please ensure that you obtain a receipt for the charge from the Warden. Any booking request that is more than three nights, will require the authority of the CEO. Please liaise with the Warden who will communicate the request to the CEO.

50. **Communal Lounge**

The Association has no objection to the lounge being used for an event. We do not wish to be intrusive but we need certain information to be able to give approval for functions in order to meet the conditions of the Insurance Policy, Health & Safety Regulations and to be generally aware of numbers in the building in the event of an emergency. Please speak to the Warden who will be able to indicate if the room is available; if it is you will then need to write or email full details of your function to your Warden, who will liaise with Head Office and if agreed, indicate if a risk assessment is required or if you need to obtain a licence if the request is to show public films, sport events etc.

Any function or event will be subject to the regulations listed below.

- a. The numbers of attendees specified in your request is not exceeded.
- b. A brief risk assessment may need to be carried out depending on the nature of the event i.e. BBQ, Hog Roast etc. or if hot food and drinks are to be served. You will be asked to carry out a brief risk assessment to ensure the risks the function presents in terms of safety and damage to the Association's property are identified and mitigated. The Association will require sight of that risk assessment before the function. The main points of concern to the Association are:
 - i. Identify the hazards
 - ii. Identify those at risk
 - iii. Identify existing control measures
 - iv. Evaluate the risk
 - v. Decide/Implement control measures
 - vi. Record assessment
- c. Alcohol can be consumed but it is not to be bought or sold on the premises.
- d. The room or garden is to be left as found, clean and tidy and ensure that all windows and doors are closed and locked.

- e. For the sake of other tenants, your function ends at 11.00pm (unless you have already requested and been given a special extension.)
- f. It is the responsibility of the person making the booking to ensure that:
- g. Guests are escorted on and off the property, and behave appropriately whilst on the property.
- h. Children are supervised by an adult at all times.
- i. Guests do not smoke in the lounge or any communal areas
- j. Functions end on time and other tenants are not disturbed when guests leave the function.
- k. That the room and/or garden is left as it is found, clean and tidy and ensure all windows and doors have been closed and locked.
- l. If applicable, the relevant licence is obtained to avoid any copyright issues.
- m. Functions where some tenants are excluded (Non-social club members etc.) or 6+ private guests are invited, require a contribution for electricity used and this is to be paid via the Warden. This is not applicable to funerals. (Currently the charge is £5 per function.)
- n. If you wish to publically watch a television program or event or show a film, documentary or any visual program you will need to obtain the relevant licence to do so. Please liaise with the Warden who will be able to provide you with more information. There cannot be any public displays of programs, events or films without the appropriate licence. The Association will NOT cover the cost of these licences.

51. **Missed Appointments**

Should an appointment be arranged to see a member of staff or a contractor and you fail to make said appointment, please note that you may be charged a fee. Each case will be considered on its merits by the CEO.

52. **Wellbeing Assistant and Support Plans**

The Association's view is that Wellbeing is an essential subset of Support. To that end, the Association provides a Wellbeing Assistant to augment the wardens' general support to tenants. At present the services are available in Neptune Court, Cornwell Court, Victory Court and Sirius Court. If there is a requirement at Somerville Court or Eliza MacKenzie Court then the Warden will direct you to external wellbeing providers.

The Tenant will be requested to arrange a meeting with the Warden to complete a Support Plan. Support plans are an effective mechanism for the Warden and Tenant to work together

in a relationship to plan, construct and review the way in which both parties and others will interact. It can also help to clarify expectations of all parties. The Support Plan, if used as a tool of empowerment can be the most effective evidence of user participation and can also provide the Association with very useful key performance indicators about quality and type of work and quality of reviews and developmental work that a Tenant and a front line worker are able to achieve. It can assist management understand how it might impact on workloads, training and development needs. Some fundamental rights for the Tenant might also be clearly identified within the conversation to construct and maintain a Support Plan.

Once it has been identified from the Support Plan that the services of the Wellbeing Assistant would be of benefit, the Warden will ask that the Wellbeing Assistant contact the Tenant. At the moment the first twelve hours of wellbeing services are provided free of charge. If, after the first twelve hours have been taken, a Tenant wishes to continue with using the service there will be a charge per hourly visit. The Warden will provide the costings and the payment should be made to the Warden who will provide a receipt. If the Tenant advises that they cannot afford the charge, then the matter will be referred to the CEO who will consider the matter on a case by case basis.

52.1. **Wellbeing Room**

The Association has committed to improving the wellbeing of our tenants by providing a Warden, a Wellbeing Assistant and activities. The Association has also trialed a Wellbeing Room in Victory Court that facilitates physiotherapy, light exercise and complimentary treatments to inspire a change in lifestyles and promote healthy living. The trial was successful and the Board of Trustees has subsequently directed that a Wellbeing Room gradually be rolled out to the courts. Each room will be equipped with the appropriate equipment and furniture for the tenants to use. Tenants should book the facility through the Warden. Tenants use the exercise equipment at their own risk. The Wellbeing equipment is for adults only. If a third party i.e. hairdresser, nail technician, chiropodist etc. is required to provide the service/treatment then the Tenant should employ/hire the services of said person, ensuring that they have the relevant insurances in place **BEFORE** they utilise the facilities of the Wellbeing Room.

PART SEVEN

FIRE INSTRUCTIONS

53. Precautions

Homes built by the Association have good fire prevention standards, but to avoid the risk of fire there are a number of things you should do:

- a. Always close the door when leaving the room.
- b. Never tamper with the self-closing mechanism on any door, or wedge the door open. The closers have been fitted so that the fire – proof doors limit any fire to a small area, thus giving you time to escape. Report any damage to fire doors to the Warden immediately.
- c. Never use a liquid fuel or gas fire, or one which has open elements.
- d. Never wire more than one electrical appliance into one plug and do not use adaptors.
- e. Do not run appliances from light fittings.
- f. Never run flex under floor coverings – you will not realise when the flex is frayed.
- g. Do not use electric appliances in the bathroom, except where already fitted.
- h. Always unplug the Television when not in use for an extended period.
- i. If your tenancy allows you to smoke:
 - i. Avoid smoking in bed.
 - ii. Make sure that your cigarette end or your pipe is extinguished when you finish smoking.
 - iii. Check that there is no live ash in an armchair or sofa when you leave it.

54. If you discover a fire

If you discover a fire in the building the following action should be taken:

Operate the nearest FIRE ALARM

Call the Fire Brigade on 999

YOU MUST NOT UNDER ANY CIRCUMSTANCES ENTER A LIFT

55. **In the event of a fire**

Following advisory visits by the various local fire authorities the Association has a '**STAY PUT**' policy, which means that if there is a fire within the building you should stay in your flat until the Fire Brigade arrive, unless of course the fire is in your flat. The following is the procedure that should be followed and a notice should be on the back of the flat door. If there isn't a notice, please inform the Warden who will arrange for one to be placed there.

ACTION IN THE EVENT OF A FIRE

Following a visit by the local Fire Service Officer it has been recommended that in the event of a serious fire you remain in your flat until the Fire Brigade attend. On hearing the fire alarm the following action is to be taken:

- i. Check that the fire is not in ***your*** flat.
- ii. If it is, leave **immediately** closing all doors behind you.
- iii. Go to a safe place, either the car park or ground floor communal lounge.
- iv. Do **not** use the lift.
- v. Should you be unable to vacate your flat close all doors and wait near the window. Should smoke start to penetrate your flat then place a wet blanket or wet towel along the bottom of the door.

If the Warden is in the building when the Fire Alarm sounds they will assess the situation and keep you informed via the Warden Call System. If it is considered safe the alarm will be switched off and you may carry on with your normal activities. However, if it is necessary for the Fire Brigade to attend the fire alarm will continue and you should take the action listed above.

PLEASE REMEMBER THAT SAFETY IS EVERYONE'S RESPONSIBILITY. IF YOU HAVE A FIRE IN YOUR FLAT AND ARE UNSURE WHAT TO DO - CLOSE ALL DOORS AND VACATE YOUR FLAT AND STAY OUT, CALL THE FIRE BRIGADE on 999, WAIT IN THE COMMUNAL LOUNGE FOR THE FIRE BRIGADE TO ARRIVE.

ABOVE ALL KEEP CALM, REMAIN ALERT WHEN THE ALARM SOUNDS AND FOLLOW THE ACTION ABOVE.