Furniture & Furnishings Fire Safety...

The Furniture And Furnishings (Fire) (Safety) (Amendment) Regulations 1993 aim to improve safety by requiring all upholstered furniture and furnishings in rented properties meet the fire resistance requirements laid down in the Furniture And Furnishings (Fire) (Safety) Regulations 1988.

What items of furniture and furnishings have to comply?

Any items of furniture containing upholstery material such as: beds, mattresses, head-boards, pillows, settees, armchairs, scatter-cushions and bean-bags. In addition, the permanent or loose covers for such items also have to comply.

The regulations do not however currently apply to carpets, curtains, bed-clothes (including duvets) and pillow-cases.

The regulations also do not apply to furniture manufactured before 1 January 1950 as apparently the defective inflammable materials targeted by the Regulations were not in use prior to 1950. Broadly speaking most furniture manufactured since the mid-1980's meet fire-resistance requirements but this should always be confirmed by reference to the labels carried by individual furniture and furnishing items.

How do you know if furniture and furnishings comply?

If it carries labels stating that it meets the 1988 Safety Regulations. Such labels have been a requirement on all new furniture (with minor exemptions) since 1 March 1989.

If labels have been detached, then you should check compliance with the source of the furniture. This could be either reputable suppliers or, ideally, the manufacturers.

Do you need hotel standard furniture?

The Regulations apply to furniture supplied for domestic use, a type of use which implies a low fire hazard. Residential and holiday lets are generally regarded as constituting domestic use. Retailers may offer you furniture (for example, hotel beds or chairs) designed to cope with a greater fire hazard. It is for you to decide whether or not you require new furniture to meet fire resistance standards in excess of domestic use.

When do the regulations apply?

There was a honeymoon period from 1 March 1993 to 31 December 1996 when certain categories of furniture and furnishings did not need to comply. This exemption period ended on 31 December 1996 and all furniture and furnishings now must comply.

There is legal opinion that furniture and fittings need not comply if (a) in use in a property let prior to and since 1 March 1993 until the tenant in the property as at 1 January 1997 ends their tenancy (b) if in a property not normally let in the course of a business. Neither of these opinions have however yet been tested in court.



Can you use fire inhibiting sprays to increase the life of your existing furniture?

Sprays are available from a number of companies who will treat furniture for you. Before deciding to have any furniture so treated, you should:

a) remember that the regulations apply both to covers and to filling materials

b) make sure that the spray on offer is appropriate for the covers and filling materials used in your furniture

c) be sure that the spray will not be affected by previous treatments (eg waterproofing) carried out on the furniture

d) bear in mind that some sprays are not water-resistant and could wash out when, for example, other fluids such as tea or coffee were spilled on the treated fabric

e) ensure that the treating company provides evidence and guarantees that the spray does perform as claimed

f) bear in mind that it is you the owner of the furniture not the supplier or manufacturer of the spray who is held responsible under this legislation in the event that furniture so treated is subsequently found not to meet required fire safety standards.

What are the penalties for non-compliance with regulations?

Non-compliance carries a punishment of six months' imprisonment or a 'Level 5' fine (currently £5,000) or both.

Please note that these penalties are only for non-compliance. Should there be a fire at the let property and it can be proven that non-compliant furniture aggravated the fire, the landlord could be held liable and possibly subject to a damages claim from injured parties. Insurance cover may well also be void under such circumstances.

What should you do now?

If no action has yet been taken, you should immediately check all relevant items and replace or remove them without delay.

These guidelines have been prepared by Ridgeway Rents from information made available by our Trade Association and other professional advisers. Please note though that we can accept no responsibility for the accuracy of the information or the consequences of any action arising from the information.

