



A Wicklow practitioner has brought to the Society's notice a problem which could well affect practitioners in the conveyancing area under the Fire Services Act 1981.

In the particular case licensed premises were purchased at auction and the purchaser signed the conditions of sale immediately after the auction. When replies to requisitions on title were furnished the vendor's solicitor included a notice which the vendor had received - since the date of the auction - from the local authority under the Fire Services Act, 1981. The notice required several alterations and additions to be made to the premises in order to make them safer from a fire safety standpoint. The cost of implementing the alterations and additions was put at £5,000. The question immediately arose - who was to pay for the work?

In the particular case, no problem ensued because the purchaser intended carrying out extensive renovations which would meet the fire safety requirements but a purchaser operating on a tight budget with no intention of improving the premises might find himself in a difficult position if liability for carrying out the improvements were to fall upon him.

It would seem that the Fire Services Act 1981 has now become an additional object for pre-contract enquiries.

Such enquiries would seek information about any notice served on the vendor and would go on to ask if the vendor had reason to believe that the local authority was requiring or would require work to be done under the Fire Services Act, 1981. A notice under this Act does not come within the disclosure of notices provision in clause 17 of the Incorporated Law Society's current General Conditions of Sale - hence the need for the pre-contract enquiry.

FIRE SERVICES ACT 1981

UPDATE: Practitioners are also directed to the provisions of the new Contract of Sale in particular General Condition 36 and also to the provisions of the Building Control Act, 1990.

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