**RESPONSE ORGANISATION**

**LICENCE AGREEMENT**

**LICENCE AGREEMENT (SUPPORTED ACCOMMODATION)**

THIS LICENCE AGREEMENT ‘the License’ IS BETWEEN

**Response Organisation** **(“The Organisation”)**

**AG Palmer House**

**Sandford Road**

**Littlemore,**

**Oxford**

**OX4 4SU**

And **<<Title, First Name, Surname>>**

**“The Licensee”**

|  |  |
| --- | --- |
| **Description of Accommodation** | The accommodation to be occupied by the Licensee comprises The Room **<<Room or Bedsit Address>>** or such other room in the House **<Full Postal Address>>** as the Organisation designates. In addition to occupying the Room the Licensee in common with other licensees in the House is entitled to use the following communal facilities: |
|  | the front door, entrance hall, staircase and landings of the House and the kitchen (for cooking, eating and the storage of food) and the lavatory and bathroom in common with the Organisation and the other licensees of the Organisation. |
| **Nature of Occupancy** | **<Address>** is designed to provide supported accommodation for people in need of support and accommodation. The Licensee does not have exclusive possession nor is there any intention to create a landlord / tenant relationship between The Organisation and the Licensee. |
| **Non-Exclusive Occupation** | The Licence is made upon the understanding that the Licensee may be expected to move to another room should the Organisation in its discretion, so decide for the better management of the House. The Licensee may be required to move rooms at short notice. The Organisation will try to avoid this happening but must maintain the right to require this. The Organisation also retains possession of the Room to provide support and other services. Nothing in the Licence is intended to confer or be construed to confer on the Licensee any interest or right to the exclusive use and possession of the accommodation or to create the relationship of Landlord and Tenant.  |
| **Date of Start of Licence** | The Licence begins on **<<DATE>>** and is personal to the Licensee.  |

1. **GENERAL TERMS**

**It is agreed as follows:**

**1.1 Payment for the Room**

The Licence Charge for the occupation of the Room as at the date of this agreement shall be compiled of the following charges:

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| --- | --- |
| Occupation charge | £ 000.00 |
| Service Charge (HB Eligible) | £ 00.00 |
| Service Charge (HB Ineligible) | £ 00.00 |
| **Total Licence Charge** | **£ 000.00** |

The payment of the Licence Charge is due in advance on the Monday of each week.

**1.2 Changes in charges**

The Organisation may increase or decrease the Licence Charge by giving the Licensee not less than 4 weeks’ notice in writing.

**1.3 Altering the Licence**

With the exception of any changes in the Licence Charge or the room occupied by the Licensee or the House Rules this Agreement may only be altered by the agreement in writing both of the Licensee and the Organisation.

* 1. **Support**

This Licence is granted to facilitate the provision of support for the Licensee. Because the provision of support is fundamental to this Licence agreement it will be a breach of this Licence if the Licensee withdraws from the support.

**2. THE ORGANISATION’S OBLIGATIONS**

**The Organisation agrees:**

**2.1 Occupation**

To allow the Licensee to occupy the Room and receive the services detailed in this Agreement

**2.2 Payments**

To pay the respective local authority and utility companies any amounts due to them.

**2.3 Repair of structure and exterior**

To keep in good repair, the structure and exterior of the House.

**2.4 Repair of installation**

To keep in good repair and proper working order any installations provided by the Organisation for heating, water heating and sanitation, and for the supply of water and electricity.

**2.5 Repair and decoration**

To keep the House, including the common areas, in reasonable repair, decoration and fit for use.

**2.6 Repair of furniture and fittings**

To keep in reasonable repair and fit for use all those items of furniture and fittings supplied by the Organisation listed in the Inventory attached to this Agreement (if any).

**2.7 Information**

To provide the Licensee with information on its housing management policies as required.

**3. THE LICENSEE’S OBLIGATIONS

The Licensee agrees:**

**3.1 Payment**

To pay the Licence Charge (where required) in advance on Monday each week.

**3.2 Moving**

To move to another room if required to do so by the Organisation.

**3.3 Use of the Room and House**

To take up immediate use of the Room and to use the Room and House for residential purposes only and not to operate or allow to be operated a business from or in the Room or House.

**3.4 Nuisance or Annoyance Generally**

Not to do anything, or cause, allow or permit anyone, including your visitors to do anything which may cause a nuisance, annoyance or inconvenience to other people in the House or neighbourhood or their family or visitors or any of the Organisation’s staff, contractors or agents.

**3.5 Anti-Social Behaviour**

**3.5.1** Not to cause or commit, or allow anyone visiting you, including children, to cause or commit any form of nuisance or Anti-social behaviouror harassment.

**3.5.2** Anti-social behaviour or harassment is any act or omission which interferes with the peace and comfort, or which may cause Nuisance, annoyance, injury or offence to any other licensees, members of their household, visitors, neighbours, us (including our Staff, our agents and contractors) or any other member of the general public.

Anti-Social Behaviour includes (but is not limited to):

harassment on any grounds, including age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage or civil partnership;

Violence or threats of violence;

Abusive or insulting words or behaviour;

Causing damage or threatening damage; Offensive drunkenness;

Causing damage to threatening to damage property belonging to another person including damage to any part of a person’s home;

Writing graffiti and in particular graffiti which is racist, abusive, threatening or insulting;

using or allowing your room or any part of the home to be used for any illegal or immoral activity including prostitution, dealing or using prohibited drugs, or handling stolen goods; and

Playing ball games close to other residents’ homes, or in communal or garage areas, in such a way that is likely to cause damage or which could constitute a nuisance and/or annoyance to neighbours.

**3.6 Illegal use of the Room and House**

Not to use the House or the Room or cause, allow or permit them to be used for illegal or immoral purposes.

**3.7 Noise**

Not to use record players, radios, tape recorders, televisions, amplifiers, loudspeakers or musical instruments of any kind in a way that will annoy people and not in any event so that they can be heard outside the Room between the hours of 11.00 pm and 8.30 am.

**3.8 Pets**

Not to keep any animals at the House or Room without the prior written agreement of the Organisation.

**3.9 Cleanliness**

To keep the interior, the furniture / fittings of the House and the Room in good and clean condition, and not to leave personal belongings in any communal areas.

**3.10 Damage**

To make good any damage to the House or Room or the Organisation’s fixtures, fittings or furniture caused by the Licensee or any invited visitor to the House and to pay any costs incurred by the Organisation carrying out such works in default. Fair wear and tear expected.

**3.11 Alterations**

Not to remove or make any alterations to the House or Room or any fixtures, fittings or furniture provided by the Organisation.

**3.12 Keys**

Not to give the key(s) to anyone else nor to make a copy of the key without prior permission of the Organisation and to pay for the cost of replacing lost keys.

**3.13 Fire Doors**

Not to leave open or prop open any fire doors.

**3.14 Smoking**

Not to smoke in any communal areas or the Room.

**3.15 Reporting Disrepair**

To report to the Organisation, promptly, any disrepair or defect for which the Organisation is responsible in the structure, exterior or interior of the House or in any installation therein or in the common parts of the House, or any disrepair or defects in the fixtures, fittings or furniture.

**3.16 Lodgers**

Not to take in any lodger or allow anyone else to live in the Room or House.

**3.17 Health and Safety**

To comply with any health, safety or fire instructions, given by the Organisation and not to engage in conduct which is likely to endanger the health or safety of any residents of the House.

**3.18 Occupation**

To occupy the Room on a regular basis and in any event at least 5 days per week and to inform the Organisation if the Licensee will be away for two consecutive nights or more.

**3.19 Access**

The Licence does not grant exclusive possession of the Room to the Licensee and accordingly the Organisation has a right to enter the Room at any time though it will seek to exercise such right sensitively.

**3.20 Illegal Substances**

Not to bring, keep, consume or use any illegal substance in the Room or House.

**3.21 Indemnity**

The Licensee shall keep the Organisation indemnified against all liabilities, expenses, costs (including but not limited to any solicitors’ or other professionals’ costs and expenses), claims, damages and losses suffered or incurred by the Organisation arising out of or in connection with any breach of any obligations in this Licence, or any act or omission of the Licensee or any person in the House with their actual or implied authority. This shall include any costs (including Court fees) incurred by the Organisation in obtaining vacant possession of the Room on the termination of this Licence.

1. **THE LICENSEE’S RIGHTS**
	1. **Right to Occupy**

The Licensee has permission to occupy the Room or such other rooms as he/she may be moved to for the duration of the Licence.

**4.2 Right to Consultation**

The Organisation will consult with the Licensee before making any substantial changes in matters of housing management or maintenance.

**4.3 Right to Information**

The Licensee has a right to information from the Organisation about the Licence and the Organisation’s repair obligations and its policies and procedures on consultation, allocation and transfers.

**4.4 Complaints**

The Licensee has the right to complain in accordance with the Organisation’s published Complaints Policy and Appeal Procedure.

1. **ENDING THE AGREEMENT**
	1. The Organisation Ending the Licence
		1. The Organisation can end the Licence by giving the Licensee 28 days written notice terminating the Licence; and
		2. without notice if the licence charge is not paid on the day when it becomes due or if the Licensee is in breach of any of the terms of this agreement; and
		3. in respect of the occupation of any particular room in the House, by the Organisation giving written notice directing the Licensee to use another room within the House instead of the Room subject to the Licensee having a minimum of 7 days to remove her/his personal effects to the substituted room.
	2. **The Licensee Ending the Licence**
		1. The Licensee can end the Licence by giving the Organisation at least 4 weeks’ notice in writing after which the Licensee must give the Organisation vacant possession and return the keys of the Room and House at the end of the Licence (howsoever determined) by noon on the Monday after the Licence ends and to remove all personal possessions and rubbish and leave the Room and the Organisation’s fixtures and fittings in good condition and repair.

The Organisation accepts no responsibility for anything left in the House by the Licensee at the end of the Licence and any items left will be deemed abandoned and the Organisation will dispose of them as it sees fit.

The Organisation reserves the right to charge the Licensee for any reasonable costs incurred as a result of neglect, misuse or damage to their room or the home for which they are liable.

**5.4 Notices**

**5.4.1** Any notices served on the Licensee by the Organisation will bedeemed to be validly and effectively served if handed to the Licensee

Or by leaving the notice pinned to the door of the Room,

Or alternatively left inside the Room.

**5.4.2** The Licensee should serve written notices by sending them to the Licensor’s address on the front of this agreement or by handing the notice to the project staff.

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| --- | --- |
| Signed on behalf of the Organisation: |  |
| Signed by the Licensee: |  |
| Date: |  |