

Excluded Licence Agreement

Terms and Conditions



Homelessness Temporary Accommodation Granted Under either an interim or a main housing duty (Housing Act 1996, as amended by the Homelessness Act 2002)

1.1 Charges

- a) Changes in Charges. We may increase or decrease the License charge by giving you at least four weeks' notice in writing
- b) Other Changes. We will, so far as practicable, consult you before making changes in matters of housing management or maintenance that are likely to have a major effect on you
- c)

1.2 Your Occupation

We will allow you to occupy your accommodation and receive the services detailed in this agreement, provided that you are not in breach of this agreement.

1.3 Access

This License does not give you exclusive possession of your accommodation. We will keep spare keys to the accommodation and we have unrestricted access, i.e. the right to enter it. However, we may, where possible, give you reasonable notice if we need to enter your accommodation, and will exercise this right with sensitivity. We may require you to move to a different accommodation for management reasons. Where possible we will give 7 days notice. Should we need to move you sooner we will endeavour to provide as much notice as is possible.

1.4 Repair of Structure and Interior

You must report any repairs or defects to the Housing Maintenance Team promptly. We must repair the structure and outside of the building and keep it in good order.

1.5 Repair of Installations

You must report any repairs or defects to the Housing Maintenance Team promptly. We must repair and keep in good order the installations for heating, water heating and sanitation, and for the supply of water, gas and electricity.

1.6 Exterior/Common Parts

We must take reasonable care to keep the common entrances, halls, stairways, passageways and any other common parts, including electric lighting in reasonable repair and fit for use by you, other residents and visitors to the building.

1.7 Insurance

We will insure the building. We will not insure your personal possessions, that is your responsibility.

1.8 Ending the License

(i) We will normally end your License by giving you 28 days' written notice

(ii) Alternatively, if we are satisfied that you are in breach of this License or we no longer have a duty to provide you with Temporary Accommodation, we may end the License by giving a shorter period than 28 days' notice. If we have to serve a notice, we will do so by handing it directly to you or by leaving it in your accommodation.

1.9 Your rights

(a) You have the right to see the information we have about you and in some cases, members of your household. You must ask for such information in writing.

Please remember that there is some information we cannot show you because it is confidential. For example, we cannot let you see information about other residents.

(b) You have the right to see our rules for deciding who gets Council accommodation, which are available on our website.

2.0 YOUR OBLIGATIONS AND DUTIES TO US

(a) You are responsible for the behaviour of every person, including children, living in or visiting your accommodation. This includes behaviour in your accommodation, in communal areas such as stairs, lifts, landings, entrance halls, shared gardens and parking areas, and in the neighbourhood around your accommodation. You are also responsible for the use of any motor vehicle by you, your family or your visitors. Children should be supervised AT ALL TIMES.

(b) If you have a joint license, each licensee is responsible for making sure that the terms and conditions of the tenancy are fully kept to at all times.

(c) If you breach any of the terms and conditions of the Excluded License Agreement we can take action to end your tenancy. This means you would have to leave your accommodation.

2.1 Payment for Use and Occupation

(a) You must pay us the weekly use and occupation charge, plus any other charges made for your accommodation or to support you during your tenancy, in advance. Payment is due on Monday of each week.

Council tax and utility charges are not included in your license charge. These are your responsibility.

The License charge for the occupation of the accommodation at the date of this agreement shall be _____ per week.

Payment of the license charge is due in advance, on Monday each week. You should make a Housing Benefits claim as soon as possible, providing all information necessary. If the benefits payment made are enough to cover all of your license fee, you will only need to pay for utilities at £_____ per week. It remains your responsibility to make sure all charges are paid.

2.2 Use of Accommodation

(a) You must occupy the accommodation provided immediately. Failure to do so may result in accommodation being withdrawn and it may affect your homelessness

(b) You must use the accommodation for residential purposes only and as your only or main accommodation. The accommodation provided is for you and any other persons who are considered part of your household and who we would reasonably expect to live with you.

(c) If you are going to be away from the accommodation for three days or more you must tell the Temporary Accommodation Team.

2.3 Damage to the Property

(a) You, people who live with you, or visitors must not damage, destroy or remove any of the following on purpose or by neglect:

- the structure and exterior of the building
- the installations for the supply of gas, water and electricity
- bathroom and toilet fittings, including toilet seats
- room heating systems
- water heating systems
- fixtures and fittings, including doors, locks and glazing
- sheds and bin stores
- hedges, walls or fences which mark boundaries or any other part of our property.

If you do, you will be responsible for the cost of repair or replacement of these. If you cause damage deliberately, we will report this to the Police.

(b) You must not leave or store any items in the hallways, stairwells and other communal areas of flats, as this could be a fire hazard.

2.4 Health and Safety

(a) You must comply with any health and safety or fire instructions given by us, and not to engage in behaviour that is likely to endanger the health and safety of other residents, their visitors, council staff or contractors, or members of the wider community.

(b) You are responsible for keeping the inside of your accommodation and the communal areas:

Free from health hazards and in a safe condition. This includes the upkeep and cleaning of the entire unit including the floors, bathroom and white goods. We will complete regular health and safety checks of all units and should cleaning of units not be of a sufficient standard we will serve warnings and subsequently take action against your license if improvement is not made.

2.5 Lodgers and Visitors

You must not allow any visitors, lodgers, or anyone else to live or stay overnight in your accommodation without permission from the Temporary Accommodation Team. All visitors must be out of your accommodation between the hours of 23:00 and 07:00. This includes visitors who are other residents.

You must not allow more than 3 visitors in your accommodation at the same time.

Visitors should not be left alone in your property whilst you are not there. Only household members named on your homeless application to WHBC are permitted to stay in your accommodation.

2.6 Reporting Repairs

You must report any repairs or defects to the Housing Maintenance Team promptly. Items that we are responsible for include:

- The structure and outside of the property
- The inside of the accommodation
- Communal areas, and any installations within them
- Fixtures, fittings and furniture that we have supplied.

The housing maintenance team can be reached on 0800 111 4484

Any faults with white goods in your property should be reported to the temporary accommodation team as the maintenance team are not responsible for these repairs.

2.7 Inflammable and poisonous materials

Inflammable and poisonous materials must not be brought into your accommodation or anywhere within the boundaries of your property in quantities that may cause a danger.

2.8 Alterations

You must not move or make any alterations to the accommodation or any fixtures, fittings or furniture provided by us. If you do so you may be charged.

2.9 Rubbish

Domestic refuse should be put in bags and placed in the bins provided on a regular basis. Please do not dump rubbish.

2.10 Keeping pets

You must not keep pets or animals in your accommodation or anywhere on site without prior permission.

2.11 Running a business from your accommodation

If you wish to run a business from your accommodation, you will need our written agreement.

2.12 Using your accommodation for illegal or immoral purposes

You must not use or allow your accommodation to be used for any illegal or immoral purpose of any kind.

2.13 Smoking and the consumption of alcohol

Smoking is no longer permitted within our temporary accommodation units. Where provided please use the smoking areas. At sites where we do not have a designated smoking area please smoke away from the building and windows.

You, members of your household and your visitors are not allowed to smoke in communal areas such as the hallway and external landings and stairwells.

You, members of your household and your visitors are not allowed to consume alcohol in the communal areas.

2.14 Commercial adverts

You must not display commercial advertisements anywhere outside your accommodation.

2.15 Nuisance

You, members of your household and your visitors must not commit or cause any nuisance, annoyance, harm, discomfort, disturbance or inconvenience anywhere to any other person, including your neighbours and their visitors, and local residents, plus council staff or contractors.

Examples of nuisance include: loud music; loud noise, such as persistent arguing and door slamming; disorderly conduct; dog barking and fouling; offensive drunkenness; selling drugs or illegal drug abuse; harassment; abuse; assault; damaging or threatening to damage property or possessions; immoral or illegal behaviours; car repairs. You are not allowed to have visitors in your accommodation or the communal areas after 11pm.

2.16 Violence and Domestic Violence

You, other people living with you and any visitors must not allow, commit, incite or cause any type of violence, including domestic violence or threaten violence anywhere against any other person either living with you or at another address,

or make anyone who lives with you leave the accommodation because of domestic violence or the threat of it.

Examples of domestic violence include: mental, emotional, sexual or physical abuse and assault.

2.17 Discrimination and Harassment

You, other people living with you and any of your visitors must not commit any form of harassment on grounds of age, disability, gender, transgender. Sexual orientation, race/ethnicity, religion/belief or pregnancy/maternity which may interfere with the peace and comfort of, or cause offence to any other residents or those living with them or their visitors, or council staff or contractors, or members of the wider community.

2.18 Use or possession of offensive weapons

You, other people living with you and any visitors must not store, possess or use any offensive weapon or other items deemed offensive by us.

2.19 Use or Possession of Illicit substances or drug paraphernalia

You, other people living with you and any visitors must not use, possess or supply illicit substances and/or drug paraphernalia in your temporary accommodation or the local area. We will report to the Police any illegal substances and/or drug paraphernalia found in your accommodation. This includes cannabis. This will be recorded on your file and in most cases we will take steps to evict you.

2.20 Car Repairs

You must not carry out any car repairs other than routine car maintenance, or park any illegal, unsafe, untaxed or un-roadworthy vehicle on any land owned by us, including the communal areas.

Examples of car repairs not allowed include: causing a loud noise by constantly revving vehicle engines or the excessive use of machinery; allowing the emission of toxic fumes; paint spraying; leaving oil deposits or discarded car parts on our land which includes grasses areas, drives, gardens, garages and parking areas.

2.21 Car Parking

You must not park motor vehicles on our land except on hard-standings or in defined parking areas. You must not park any camper van, caravan, boat or trailer on our land unless you have got our written permission first.

Commercial vehicles licensed to carry large loads must not be parked on our land without our written permission.

If a vehicle is parked on our land in breach of this agreement, we will serve a notice on the vehicle asking for it to be removed. If the vehicle is not removed within the time that we have set out in the notice, we will remove the vehicle ourselves.

2.22 Conviction of a Criminal Offence

You must not commit any criminal offence in your accommodation or the area where you live. If you do, in most cases we will take steps to evict you.

2.23 Staff, councillors, contractors and agents

You must not abuse, harass or assault, or threaten to abuse, harass or assault any member of our staff, councillors, contractors or other agents.

We will take action against you if you abuse, harass, or assault any member of our staff, councillors, contractors or agents.

2.24 Provision of alternative accommodation

You may be offered alternative temporary accommodation. You will be given reasonable notice to move from your current temporary accommodation. Where possible, we will give 7 days written notice. Should we need to move you sooner we will provide as much notice as possible.

2.25 Electric Scooters and Electric Skateboards

Due to health and safety concerns electric scooters and skateboards are not permitted anywhere within our temporary accommodation.

2.26 Fixed Cameras

Ring doorbells and other mobile or fixed cameras are not permitted in any of our temporary accommodation without prior consent. Our residents and staff have a right to reside and work without being filmed. Any licensee found to be using this kind of device without consent will be considered in breach of this license agreement.

2.27 Ending the Licence

(a) You must give us at least 24 hours written notice if you wish to end your Licence. Notice should be addressed to Head of Housing Needs

Welwyn Hatfield Borough Council
The Campus
Welwyn Garden City
Herts AL8 6AE

(b) You must return all keys and fobs to your accommodation to us by 12 noon on the last day of licence.

(c) At the end of the Licence, you must leave all of the following in good condition:

- The accommodation
- All fixtures and fittings supplied by us
- Furniture supplied by us

(d) The accommodation should be clean and cleared of rubbish. We will dispose of anything left in the accommodation and charge you for the cost. If we have to clear any rubbish or we have to carry out work to bring the accommodation back to a reasonable standard, we will charge you the cost of the work

(e) At the end of your License you must make sure the License charge is paid

3.0 WHAT CAN YOU DO IF WE DO NOT KEEP TO THIS AGREEMENT?

If we fail to keep to this agreement please contact us and we will try to put the problem right. If you are not happy with the action we have taken, further information about our complaints process and how to make a complaint can be viewed on our website.

We will arrange to investigate your complaint and write to you with our findings. If you are not satisfied with our response, you can ask for it to be looked at by the relevant Head of Service, Executive Director or Chief Executive.

Finally, if you feel that you have tried all other reasonable steps, you may refer your complaint to the Local Government Ombudsman. Information about how to make a complaint to the Ombudsman is available on their website at www.lgo.org.uk

4.0 INDEPENDENT ADVICE

You can get independent advice about this License and your rights from Citizen's Advice and the Shelter Housing Advice line.

5.0 DEFINITIONS

5.1 "We"/"our"/"us" means

- Welwyn Hatfield Borough Council
- The Council's officers and agents

5.2 "You" means the licensee of Welwyn Hatfield Borough Council.

5.3 "Accommodation" means the accommodation whose address is shown overleaf. That accommodation is the subject of this agreement, which you have signed.

5.4 "Communal areas" are entrances, passages, lifts, stairwells and walkways, parking areas, communal gardens and any other areas that are provided by us for communal use.

5.5 Your "partner" is your husband or your wife or the person with whom you live.

5.6 "Any other charges" may include store charges, water rates, heating, electricity, and any other charges legally due.

5.7 The term "Rules" means the rules about your legal rights and responsibilities as a tenant.

SIGN UP

ACCOMMODATION PROVIDED

ADDRESS:

START DATE OF LICENCE:

EXCLUDED LICENCE

This Licence does not create a tenancy and the security of tenure provisions of the Housing Act 1985 (as amended) do not apply.

- I/we will keep a copy of this Licence Agreement of my/our future reference.
- I/we have read and understood this Licence Agreement and I/we agree to fully comply with the terms and conditions of this Licence Agreement.
- I/we acknowledge that the Licensor has not granted me/us a tenancy of the accommodation that was allocated to me/us.
- I/we acknowledge that I/we shall not be entitled to exclusive possession of any part of the accommodation to be occupied by me/us.

Signed up by:

Position:

Date:

Full name of Officer:

Full name of licensee/s:

Signed:

Car Number Plate if applicable: _____

Welwyn Hatfield Borough Council

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