

Dated 24 February 2025

~~2024~~

VOID AGREEMENT – Inclusion Housing Community Interest Company – 1a Lady Ediths Park, Scarborough YO12 5PB

Between

(1) Heathcotes Care Limited

And

(2) Inclusion Housing Community Interest Company

And

(3) Rhodos Properties (No20) Limited

And

(4) Inclusion Homes CIC

For the nominations of persons into Supported Living tenancies
Relating to 4 Tenancies at 1a Lady Ediths Park, Scarborough
YO12 5PB

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THIS AGREEMENT made 24 February 2025

~~2024~~

BETWEEN:

- (1) **Heathcotes Care Limited** (company number: 05232834) of Royal Court, Basil Close, Chesterfield, United Kingdom, S41 7SL (**the Support Provider**)
- (2) **Inclusion Housing Community Interest Company** (company number: 06169583) whose registered office is at 106 Heworth Green, York YO31 7TQ (**the Landlord**); and
- (3) **Rhodos Properties (No20) Limited** (company number: 15266831) of 101 New Cavendish Street, 1st Floor South, London W1W 6XH (**the Owner**); and
- (4) **Inclusion Homes CIC** (company number 12929107) whose registered office is at 106 Heworth Green, York YO31 7TQ (**the Superior Landlord**).

WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this clause and in this Agreement the following expressions shall bear the following meanings:-

Aggregate Rent	the aggregate of the Tenancy Rent and service charge payable under the terms of a Tenancy Agreement from time to time
Agreement	this Agreement
Benefit Rent	the maximum amount permissible by way of benefits or assistance payments with regard to a Nominee's occupation of a Dwelling, or (where a Dwelling is occupied by more than one Nominee) the aggregate of such amounts assuming that the Premises are granted exemption from rent restrictions
Change in Law	means the coming into effect or repeal (without re-enactment or consolidation) in England and Wales of any law or any amendment or variation to any law or any judgment of a relevant court of law which changes binding precedent in England and Wales in each case after the date of this Agreement

Charge	any charge mortgage debenture or other security interests in or over the Premises and/or this Agreement
Chargee	the person or party having the benefit of the Charge
CPI	means the Consumer Prices Index published by the Office for National Statistics or any equivalent official index replacing it
Data Protection Legislation	means, for the periods in which they are in force in the United Kingdom, the GDPR, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time
Dwellings	means the four lettable units the subject of or intended to be the subject of a Tenancy Agreement and Dwelling shall be construed accordingly
Grant	means any single or periodic payment from any authority over and above any Benefit Rent made by the authority in relation to a Tenancy Agreement in respect of services provided by the Landlord (agreed by the Support Provider acting reasonably) in relation to a Tenant's housing that the Landlord or any other competent authority recommends be provided to a Tenant and which is not provided for under the Benefit Rent
Group Company	means a company which is either the holding company of the Support Provider or a wholly

owned subsidiary of the Support Provider or of the Support Holder's holding company (as both expressions are defined in section 1159 Companies Act 2006);

**Housing Support
Supervision Services**

and a range of housing related services provided directly by the Landlord to a Tenant to help maintain its Tenancy Agreement

Landlord Services

means the housing related support (elements of care support and supervision services) provided by the Landlord (as specified in Schedule 3) to a Tenant as agreed, by the Support Provider and from time to time amended which along with the Main Support and Care Services assists the Tenant in maintaining the Tenancy Agreement and independent living within the Supported Living Model

Lease

means the lease of the Premises dated today and made between (1) the Superior Landlord and (2) the Landlord which (other than in respect of the rent unless the same is being reviewed) may be amended from time to time by agreement between the parties and approved by the Support Provider (such approval not to be unreasonably withheld or delayed) and where appropriate shall for the purposes of this Agreement include any lease granted to any option to renew granted by the Lease.

LHNA Assessment

the Landlord's assessment of need and availability carried out in relation to each Nominee which identifies the nature of suitable accommodation and related Landlord Services needs (where appropriate having regard to occupants) and shall also where the context so admits or requires, include any modifications or variations which may be effected from time to time in accordance with the provisions of this Agreement or by written agreement between the Landlord the Nominee or (after such Nominee

	has executed a Tenancy Agreement) the Tenant and the Support Provider
Indemnity Rent	the Tenancy Rent, Service Charge and council tax which would have been payable to the Landlord or by a Tenant pursuant to a Tenancy Agreement during the relevant period had a Tenancy Agreement been in place during that relevant period
Initial Period	in respect of each Dwelling the period between the Start Date and the date when the Dwelling is first subject to a Tenancy Agreement
Main Support and Care Contract	a contract entered into or to be entered into by the Support Provider or by the Main Support and Care Provider(as the case may be) to provide the Main Support and Care Services including where relevant a Tenant's Personal Budget Agreement
Main Support and Care Provider	(unless the Support Provider is the main support and care provider) the person persons company or organisation (being a registered domiciliary support and care provider) being the main support and care provider contracted to provide a Tenant with the appropriate domiciliary personal care and support which will enable that Tenant to enjoy dignified independent living conditions including where relevant via a Tenant's Personal Budget Agreement
Main Support and Care Services	the provision of support and care services to a Tenant under a Main Support and Care Contract
Memorandum	the Memorandum in the form of the draft annexed in Schedule 1 to be signed by the Support Provider and the Landlord in respect of each Nominee accepted by the Landlord pursuant to the terms of this Agreement
Necessary Consents	means all necessary planning permissions, consents, licences, certificates, authorisations, building regulation approvals and relaxations which may be required from any local or other

competent authority or statutory undertaker or under any requirement of a competent authority in each case for the carrying out of any works or the use of the Dwelling for the purposes permitted by the Tenancy Agreement.

Nominee

the person nominated to the Landlord by the Support Provider (having been directed to so under the Support Provider's contract with the local authority and following an assessment of that persons needs) as being a suitable person (having regard to the LHNA Assessment) to enter into a Tenancy Agreement with the Landlord following such nomination, and the process of suggestion and acceptance of such a person pursuant to this Agreement shall be referred to herein as a **Nomination**

Premises

Means 1a Lady Ediths Park, Scarborough YO12 5PB,, as demised by the Superior Lease and the Lease

Review Date

means 7 years and 6 months (seven years and six months) from the date of the Superior Lease)

Service Charge

Means seventy five pounds (£75) per week per Dwelling subject to indexation in accordance with clause 9.4

Start Date

means the date of the Lease

Step In Notice

a notice served by the Chargee upon the Support Provider to the effect that it has enforced or intends to enforce its security under the Charge

Superior Lease

means the lease of the Premises dated today and made between (1) the Owner and (2) the Superior Landlord which (other than in respect of the rent unless the same is being reviewed) may be amended from time to time by agreement between the parties and approved by the Support Provider (such approval not to be unreasonably withheld or delayed) and where appropriate shall for the purposes of this Agreement include any

lease granted pursuant to an option to renew granted by the Superior Lease.

Supported Living Model

a model of care and accommodation where people reside in their own home and receive care and/or support in order to promote their independence

Tenancy Agreement

an agreement to occupy a Dwelling or part thereof to be granted by the Landlord to a Tenant in accordance with this Agreement and to be in the form annexed to this Agreement at Schedule 2 or as may be varied from time to time by agreement between the parties and for the avoidance of doubt the rent payable under the Tenancy Agreement shall be no more than the Tenancy Rent and Service Charge.

Tenancy Commencement Date

the date of commencement of each Tenancy Agreement (and in the absence of agreement between the parties to the contrary being the date upon which a Tenant takes occupation of a Dwelling)

Tenancy Period

the period commencing from the Tenancy Commencement Date and expiring on the Tenancy Termination Date

Tenancy Rent

means £229 (two hundred and twenty nine pounds) per Dwelling per week or as increased in accordance with clause 9.4

Tenancy Termination Date

the date on which a Tenancy Agreement is ended whether by notice, effluxion of time, Court Order or surrender

Tenant

a Nominee who has entered into a Tenancy Agreement with the Landlord following Nomination

Tenant's Personal Budget

the personal budget of the Tenant which belongs to the Tenant to spend

Tenant's Personal Budget Agreement	an agreement between the Tenant and a care provider for the provision of services direct to the Tenant and which is paid by way of the Tenant's Personal Budget
Term Commencement Date	the same date as the Term Commencement Date as defined by or calculated pursuant to the relevant Lease
Term	the period commencing on the date of the Lease and expiring on the date which is 10 years (subject to service of notice in accordance with clause 13.7) after the Start Date unless terminated earlier pursuant to the provisions of clause 13
Trigger Event	<ul style="list-style-type: none">• an event which would entitle the Owner to forfeit the Superior Lease; or• the Superior Lease being disclaimed; or• an event which results in the Superior Landlord no longer having a legal interest in the Premises
Underlease	the lease of the office facilities forming part of the Premises
Working Day	a day falling on or between Monday and Friday upon which clearing banks in the City of London are open for normal business

1.2 Interpretation

- 1.2.1 Any obligation in this Agreement not to do an act or thing includes an obligation not to suffer such act or thing to be done and to use reasonable endeavours to prevent such act or things being done by another person
- 1.2.2 Any reference to a statute or order in this Agreement includes any statutory extension or modification or re-enactment of such statute or order and regulations or orders made thereunder
- 1.2.3 Clause headings and schedule headings (if any) in the front cover and contents section of this Agreement do not form part of this

Agreement and shall not be taken into account in the construction or interpretation of this Agreement

- 1.2.4 Reference in this Agreement to any clause or schedule without further designation is a reference to the clause of or schedule to this Agreement so numbered
- 1.2.5 References in this Agreement to the **parties** means together the Landlord and the Support Provider, and references to **party** means either one of them, as the case may be
- 1.2.6 Reference in this Agreement to the Support Provider includes any successors and/or assigns thereto
- 1.2.7 Reference in this Agreement to the Landlord includes any successor or successors thereto
- 1.2.8 Reference in this Agreement to the Owner includes any successor or successors thereto
- 1.2.9 Reference to the Premises and/or the Dwellings means any part or parts thereof
- 1.2.10 Reference to the singular includes the plural and vice versa and reference to the masculine includes the feminine and neuter and vice versa
- 1.2.11 The Schedules and appendices to this Agreement form part of this Agreement and will have full force and effect as though expressly set out in the body of this Agreement and in the event of discrepancy between a Schedule or appendix of this Agreement and the body of this Agreement the body of this Agreement shall prevail.

2. SUPERIOR LEASE AND SUPERIOR LANDLORD

- 2.1 The parties agree that should the Landlord cease to have a legal interest in the Premises the obligations of the Landlord under this Agreement shall become binding on the Superior Landlord.
- 2.2 A provision in this Agreement requiring the consent or approval of the Landlord shall be deemed to be conditional upon the consent or approval of the Superior Landlord.

- 2.3 All rights of entry exercisable by the Landlord and all other rights and powers granted or permitted to the Landlord by the provisions of this Agreement shall extend to include the exercise by the Superior Landlord and its or their respective surveyors servants contractors agents licensees and others authorised by it or them with or without plant appliances or materials.

3. GENERAL

- 3.1 This Agreement is based on a Supported Living Model whereby Main Support and Care Services and the Landlord Services are provided under separate contracts delivered in partnership to people assessed by the Support Provider or the Main Support and Care Provider (as the case may be) as being in need of such services. This Agreement addresses the provision of housing services only and is not intended to contract for or regulate the Main Support and Care Services
- 3.2 The parties agree that this Agreement shall be effective from the Term Commencement Date in respect of the Lease and the Landlord and/or the Owner shall notify the Support Provider in writing within five (5) Working Days of each relevant Term Commencement Date
- 3.3 Following termination or expiry of this Agreement, the parties shall work together to ensure a smooth transition of the care and support services to new provider(s), or of the Tenants to a new property.
- 3.4 The terms of this Agreement shall continue, and shall bind the parties, throughout the Term, except to the extent that the same shall be terminated pursuant to clause 13
- 3.5 The terms of this Agreement and all information supplied under it shall at all times comply with Data Protection Legislation and all applicable laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time and any information which is obtained about any Nominee or Tenant shall not (except in the case of emergency in order to prevent immediate risk of serious harm to a Nominee or a Tenant) be divulged to any third party without the express consent of the Nominee or Tenant or in pursuance of a Court Order. For the purposes of this clause 3.5 the Landlord shall conduct itself under the terms of this Agreement as if it was a public authority subject to the requirements of the Human Rights Act 1998. The Owner may disclose the terms of this Agreement to its funders and professional advisers and to any person or body with whom the Owner is in bona fide negotiations for the disposal of the whole or part of its interest in

the Premises. The Landlord and Support Provider will enter an information sharing agreement as required.

- 3.6 The parties will actively seek to ensure that in carrying out their respective obligations under this Agreement each person is treated fairly and with respect, and that no person is treated less favourably than any other person by reason of their age, disability, HIV status, illness, race, racial origin, religion, sex, or sexual preference
- 3.7 The Landlord recognises that the Tenants may be vulnerable and will use all reasonable endeavours to ensure that all staff employed by the Landlord in relation to this Agreement will be fully and appropriately qualified and trained to carry out their duties, and that they will be made fully aware of and be expected to abide by the principles outlined in clauses 3.5 and 3.6
- 3.8 Subject to clause 3.5 in fulfilling their obligations under this Agreement the Support Provider and the Landlord will consult with such other individuals and organisations as they shall reasonably deem appropriate to ensure that the needs of Nominees and Tenants are met and that the terms of this Agreement are fulfilled in the most efficient manner possible
- 3.9 This Agreement shall remain in place for the duration of the Term
- 3.10 Upon the expiry or sooner determination of the Term the parties' obligations hereunder shall cease and determine absolutely, but without prejudice to the rights of either party in respect of any antecedent breach
- 3.11 For the avoidance of doubt it is intended by the parties that
 - 3.11.1 subject to clause 3.5 in fulfilling their obligations under this Agreement, the Support Provider will have exclusivity as to Nominations in relation to the Dwellings during the Term;
 - 3.11.2 this Agreement and the obligations contained therein are in respect of the Dwellings only and is not intended to include any additional dwellings or premises which may be nominated by any third party; and
 - 3.11.3 both parties will co-operate with each other where there needs to be collaborative working between the parties for all parties to satisfactorily deliver services as set out in this Agreement.

4. THE LANDLORD'S OBLIGATIONS

The Landlord shall:-

- 4.1 Notify the Support Provider within 2 Working Days of the Lease being completed.
- 4.2 With effect from each Tenancy Commencement Date Provide or procure the provision of the Landlord Services at the Dwellings at all times in accordance with
 - 4.2.1 the terms and conditions of this Agreement
 - 4.2.2 the terms and conditions of all Necessary Consents and any relevant law
- 4.3 Perform the Landlord Services with all due skill and care
- 4.4 Comply with its obligations in the Tenancy Agreements
- 4.5 Provide the Support Provider with a schedule setting out the Tenancy Rents and service charge payable pursuant to the Tenancy Agreement on the first Monday in April in each year
 - 4.5.1 The Landlord will comply with the statutory and regulatory obligations which affect their obligations in respect of the Property either now or in the future including, but not limited to, the requirements of:
 - 4.5.2 The Health & Social Care Act 2008 and subsequently 2012
 - 4.5.3 The Health and Safety Acts and the Health and Safety Executive
 - 4.5.4 All Acts relating to discrimination on the grounds of sex, race or disability
 - 4.5.5 All Acts relating to the provision of social housing which are applicable
 - 4.5.6 Regulations relating to Houses in Multiple Occupation
 - 4.5.7 Acts and regulations relating to the safety and supply of gas and electrical services and appliances at the Property

4.5.8 The requirements of the GDPR and Data Protection Act 2018

4.5.9 Anti-Bribery (Bribery Act 2010)

4.5.10 Tax Evasion (Criminal Finances Act 2017)

and will manage the Premises in accordance with best housing management practice including (without limitation) governance arrangements, risk management control, business planning and monitoring and accountability to and empowering of Tenants.

4.6 The Landlord shall also ensure that any person associated with it who is performing services in connection with this Agreement also does so in compliances with the statutory and regulatory obligations set out in clause 4.5.1.

5. THE SUPPORT PROVIDERS OBLIGATIONS

The Support Provider shall:-

5.1 Provide the Nominees to the Landlord pursuant to the provisions of this Agreement

5.2 Pay any Indemnity Rent due pursuant to the provisions of this Agreement

5.3 Enter into as soon as practicable (and no later than each Tenancy Commencement Date) an appropriate Main Support and Care Contract for the provision of the Main Support and Care Services and to thereafter comply with its obligations in the Main Support and Care Contract and provide the Main Support and Care Services and where the Support Provider is not the Main Care and Support Provider as set out in clause 3.11 then (subject to receipt of the indemnity referred to in clause 3.11 above) procure that the Main Support and Care Provider complies with its obligations in the Main Support and Care Contract.

5.4 The Landlord will allow the Support Provider access to and use of the communal and other areas of the Premises (including individual Tenants' rooms) at all times to enable the Support Provider to provide support services to the Tenants on behalf of the Landlord.

5.5 On the date of the Lease the Care Provider will enter into the Underlease.

5.5.1 The Care Provider confirms that before the date it became contractually bound to enter into the tenancy created by the Underlease referred to at 28.1.1

- 5.5.2 the Landlord served on the Care Provider a notice dated 16th December 2024 in relation to the tenancy created by the obligation to enter into the Underlease ("the Notice") in a form complying with the requirements of Schedule 1 of the 2003 Order;
 - 5.5.3 the Care Provider or a person duly authorised by the Care Provider in relation to the Notice made a statutory declaration ("the Declaration") dated 18.12.24 and 7.1.25 2024 in a form complying with the requirements of Schedule 2 of the 2003 Order.
 - 5.5.4 The Care Provider further confirms that where the Declaration was made by a person other than the Care Provider's the declarant was duly authorised by the Care Provider to make the Declaration on the Care Provider's behalf.
 - 5.5.5 The Landlord and the Care Provider agree to exclude the provisions of sections 24 to 28 (inclusive) of the 1954 Act in relation to the tenancy created by the Underlease referred to above.
- 5.6 Otherwise comply with its obligations in this Agreement.

6. NOMINATIONS

- 6.1 In any case where following an initial assessment of need by the Support Provider, the Support Provider has identified a person as being in need of accommodation which it would be appropriate to provide under the terms of this Agreement the Support Provider
 - 6.1.1 may if the person wishes arrange for him or her (together with any other individual representing that person) to view a Dwelling. The Landlord shall co-operate with any such viewing to the extent that it is necessary to facilitate the same
 - 6.1.2 shall if the person concerned indicates the Dwelling is acceptable notify the Landlord that it wishes to nominate that person to the Landlord for the provision of accommodation pursuant to this Agreement and shall at that time provide the Landlord with appropriate information regarding the person including details of the Main Support and Care Services anticipated to be provided

to the Nominee in order that the Landlord can fully assess their housing needs

- 6.2 Following the receipt of notification from the Support Provider and accompanying information, the Landlord shall carry out the LHNA Assessment (having regard to the said information) as soon as reasonably practicable, and in any event within 20 Working Days of receipt of the said notification shall notify the Support Provider whether or not it wishes to accept the Nomination, and if the Landlord wishes to reject the Nomination it shall give the reasons for doing so
- 6.3 If the Landlord shall reject the Nomination and the Support Provider wishes to appeal the reasons for doing so, the Support Provider shall notify the Landlord of its reason for appeal, together with a reasonable period in which it expects the Landlord to respond. In the event that agreement cannot be reached then the provisions of clause 12 shall apply
- 6.4 Unless a nomination for an individual demonstrating any of the following exclusion criteria is supported with suitable evidence of how this will be managed so as not to pose an unreasonable risk or an unreasonable threat the Landlord will normally be considered as acting reasonably in rejecting a nominated individual if the individual nominated has a recent (within the last 24 months) history of:
 - 6.4.1 arson;
 - 6.4.2 extreme violence; or
 - 6.4.3 serious alcohol or drug misuse.
- 6.5 If the Landlord shall accept the Nomination the Landlord shall:
 - 6.5.1 complete and sign Part A of the Memorandum, with the Support Provider, in respect of the Nominee. For the avoidance of doubt a Memorandum must be signed in respect of each Nominee; and
 - 6.5.2 if the Nominee (or the Nominee's representative if appropriate) wishes to accept the offered accommodation then Part B of the Memorandum should be completed and signed within 10 Working Days of the Nominee's (or the Nominee's representative if appropriate) inspection of the Dwelling or the plans for the Dwelling if the Dwelling is yet to be constructed
- 6.6 Upon completion of Part B of the Memorandum the Landlord shall:-

- 6.6.1 prepare a Tenancy Agreement in respect of the relevant Dwelling no later than 20 Working Days prior to the proposed Tenancy Commencement Date and use such means as it deems appropriate to advise the Nominee of his rights and responsibilities under the Tenancy Agreement and his right to take independent advice regarding the same
- 6.6.2 procure the carrying out of any internal redecoration identified by the Landlord as being necessary (and wherever practicable in such style as the Nominee reasonably requests and provided that the same can be achieved within the Landlord's funding) in a good and workmanlike manner

PROVIDED THAT the Landlord shall not carry out those obligations referred to in clause 6.6 in the event that, before doing so, it receives notification that a Nomination has been or is likely to be withdrawn or if the Support Provider has not complied with the terms of clause 6.8

On completion of the Landlord's obligations contained in clause 6.6 and the Support Provider's obligations contained in clause 6.8, the Landlord shall enter into a Tenancy Agreement with the Tenant

- 6.7 If the Support Provider shall nominate more than one person (and after having carried out their assessment of needs conclude that their needs are best served by accommodation under a Tenancy Agreement) and request that they be accommodated together the provisions of clauses 6.1 to 6.6 (inclusive) shall apply to each Nominee individually subject to the following:-
 - 6.7.1 the Landlord's receipt of the LHNA Assessment and such other information as may reasonably be requested by the Landlord, and which shall together satisfy the Landlord (acting reasonably) that the Nominee wishes to live with the other Nominees
 - 6.7.2 if the Landlord is satisfied that the Nominees wish to be accommodated together the following terms of this Agreement shall apply to those Nominees as if they were one Tenant and all references in this Agreement shall be construed accordingly unless the context shall otherwise require
 - 6.7.3 if it appears that one or more of the Nominees do not wish to be accommodated together the Landlord shall notify the Support Provider and the Nomination shall be deemed to be withdrawn in relation to that or those Nominees.

- 6.8 On receipt of notification from the Landlord that the Nominee has signed Part B of the Memorandum pursuant to clause 6.5, the Support Provider, the Tenant and the Landlord shall liaise in order to agree the Main Support and Care Services to be provided to the Tenant. Once the Main Support and Care Services are agreed, the Support Provider shall ensure the provision of Main Support and Care Services to the Tenant during the Tenancy Period. The Support Provider will ensure that the Main Support and Care Contract or Tenant's Personal Budget Agreement includes suitable provisions in relation to its co-ordination with the Landlord Services in respect of the delivery of the respective range of services
- 6.9 The Support Provider will withdraw a Nomination prior to execution of a Tenancy Agreement when:-
 - 6.9.1 the Nominee (or where more than one Nominee is to be accommodated together, one or more of them) indicates to the Support Provider that they no longer wish the Landlord to find accommodation for them; or
 - 6.9.2 the Nominee's personal circumstances change materially, making the LHNA Assessment inappropriate (in the Landlord's reasonable opinion) in the light of the change in circumstances; or
 - 6.9.3 the Nominee dies; or
 - 6.9.4 the Support Provider considers it appropriate to do so for any other reason connected with the welfare of the Nominee; or
 - 6.9.5 the Landlord notifies the Support Provider that the Nominee has refused to execute the Tenancy Agreement unless and until works or redecorations beyond those agreed by the Landlord pursuant to clause 6.6 are carried out
- 6.10 Upon the withdrawal of a Nomination the Landlord's obligations with regard to the Nominee the subject thereof shall immediately cease and determine
- 6.11 The Support Provider, the Landlord and the Superior Landlord will cooperate with each other to apply for and use reasonable endeavours to negotiate and enter into a tripartite nominations agreement between the relevant Local Authority, the Landlord and the Support Provider in such form as the parties shall reasonably agree in relation to the exclusive nomination by the relevant Local Authority for referrals to use four of the Dwellings (such Dwellings to

be approved by the parties and contained within two of the bungalow buildings at the Premises) for an exclusive referral period of 6 weeks from each Tenancy Termination Date, after which period the exclusive rights of the Support Provider in this Agreement shall apply to any of such Dwellings where no referrals have been made by the Local Authority.

7. SUPPORT PROVIDER'S PAYMENT OBLIGATIONS DURING THE INITIAL PERIOD

During the Initial Period relevant to each Dwelling the Support Provider will pay to the Landlord 4-weekly in arrears the Indemnity Rent in respect of that Dwelling.

8. SUPPORT PROVIDER'S PAYMENT OBLIGATIONS THROUGHOUT THE TERM

- 8.1 In addition to the Support Provider's obligations in clause 7 the Support Provider shall also pay to the Landlord 4-weekly in arrears the Indemnity Rent in respect of any of the Dwellings that are at any time during the Term vacant beyond 3 months and for so long as the same remain vacant **PROVIDED THAT**(save in respect of clause 11.2) the Support Provider shall not be liable at any time for the Indemnity Rents payments referred to in this clause if any of the Dwellings are destroyed or rendered unfit for safe occupation by a Tenant. For the avoidance of doubt the 3-month period is applicable to each dwelling that becomes vacant after a tenancy has been in place.
- 8.2 If at a date (the Relevant Date) on or at any time after the Review Date the Support Provider is no longer the Main Support and Care Provider in respect of all the Tenants resident at the Premises the Support Provider will no longer be liable for the Indemnity Rent under this clause.

9. THE TENANCY PERIOD - THE LANDLORD'S OBLIGATIONS

The Landlord will in complying with its obligations under this Agreement let each Dwelling to a Tenant under the terms of a Tenancy Agreement and will comply with its obligations thereunder and in particular will provide the following services and adopt the following quality standards during the Tenancy Period:-

- 9.1 As soon as reasonably practicable after the date of this Agreement, the Landlord shall apply and use all reasonable endeavours to obtain the Benefit Rent in relation to the relevant Tenants at the Premises.
- 9.2 In the event that the Landlord is not successful in obtaining the Benefit Rent pursuant to the application referred to in clause 9.1, the Landlord shall continue to apply for the Benefit Rent as often as permitted by law until such Benefit Rent is obtained.

- 9.3 Subject to the provisions of clause 9.4 only the Aggregate Rent at any time for each Tenancy shall be no greater than the relevant Benefit Rent PROVIDED THAT the Landlord may at any time request the Support Provider to assist with Benefit Rent applications by the Landlord on behalf of the Tenant and the Support Provider will use its reasonable endeavours to comply with its obligations in clause 10.5
- 9.4 Unless and until the same is permitted under prevailing legislation governing tenancies of the kind of the Tenancy Agreements (and then only to the extent permitted by such legislation) the Landlord may not increase the Aggregate Rent more frequently than once in any twelve month period (save for the first review which will be effected on the first Monday the following April after the Term Commencement Date) with each review taking place on the first Monday in each April of the Term in accordance with the relevant Local Authority's Housing Benefit review pattern and any increase shall not exceed CPI unless and to the extent that the same reflects the cost or expense to the Landlord (apportioned over such period as the Landlord shall deem appropriate having regard to the residue then unexpired of the Tenancy Agreement) of carrying out any necessary works to the relevant Dwellings PROVIDED THAT any increase will not in any case exceed the aggregate of the relevant Benefit Rent and any relevant Grant then payable and Provided Further that the Service Charge shall also be reviewed and increased in accordance with this clause
- 9.5 If the Tenant's payment of rent and Service Charge is in arrears at any time and the Landlord owes any money to the Tenant, the Landlord shall be entitled to credit that money to the Landlord's account to discharge those arrears
- 9.6 The Landlord will provide the Tenant with the Landlord Services and will so far as practicable provide the Tenant with advice and assistance in relation to any claim which the Tenant may be entitled to make against any public body in respect of housing benefit or other property related benefits and will where possible ensure that any such benefits are paid directly to the Landlord
- 9.7 The Landlord will promptly pay and discharge all payments due to the Chargee under the terms of any Charge
- 9.8 The Landlord will agree with the Support Provider and provide each Tenant with a copy of an Assured Tenants Charter (**Tenants' Charter**) setting out the responsibilities and rights of the Landlord and the Tenant such Charter reflecting the terms of the Tenancy Agreement and being worded in such

terms and presented in such format that may be readily accessible and understandable to the Tenant

- 9.9 The Landlord will on an annual basis carry out an internal audit of its performance under the terms of this Agreement and the Tenants' Charter, and will also carry out a re-appraisal of the Tenant's current housing needs and Housing Support and Supervision Services, and identify any circumstances or factors not identified in the LHNA Assessment. In the event that such audit shall identify shortcomings in the Landlord's performance, the Landlord shall notify the Support Provider of such shortcomings and its proposals to address the same, and shall forthwith implement any necessary actions or procedures
- 9.10 The Landlord will:-
- 9.10.1 maintain employer's liability and public liability insurance in respect of all activities carried out by or on its behalf pursuant to this Agreement;
- 9.10.2 indemnify and keep indemnified the Support Provider against all losses and claims arising out of any death or in respect of any injury, economic loss or damage to any person or property whatsoever which may arise out of or in consequence of the Landlord's performance or non-performance of this Agreement, and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto Provided Always that the Landlord shall be under no liability to indemnify the Support Provider in respect of any claim of whatever nature arising out of any act, default or negligence on the part of the Support Provider or the Main Support and Care Provider or their respective servants agents contractors or officers, or otherwise beyond its control;
- 9.10.3 insure the Premises (or where the Owner is responsible for insuring procure that the Premises are insured) and the Landlord's furniture, fixtures and fittings therein for their full reinstatement value from time to time against all usual risks covered by a comprehensive residential landlords' policy and upon every reasonable request to provide the Support Provider with a full and proper copy of such policy and the most recent premium receipt therefor

10. THE TENANCY PERIOD - THE SUPPORT PROVIDER'S OBLIGATIONS

- 10.1 The Support Provider will ensure that on or before each Tenancy Commencement Date a Main Support and Care Contract or Tenant's Personal Budget Agreement has been entered into, to ensure the provision of Main Support and Care Services to each Tenant throughout the Tenancy Period.
- 10.2 Should for any reason a different Main Support and Care Provider be employed during the Tenancy Period the parties shall ensure that the other is informed of any such change and the parties shall comply with their respective obligations clause 3.10.
- 10.3 Subject to and in compliance with the provisions of Data Protection Legislation and all applicable laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time and its confidentiality obligations under this Agreement the Support Provider will notify the Landlord of any change in the Tenant's circumstances which come to the Support Provider's knowledge, and which may be relevant to the provisions of this Agreement or the Tenancy Agreement. If the Landlord suffers loss of whatever nature as a result of the Support Provider failing to disclose any such information to the Landlord, the Support Provider shall within 20 Working Days indemnify the Landlord against the full amount of such loss.
- 10.4 The Tenant shall be responsible for the payment of the Aggregate Rent to the Landlord and shall be required to abide by the terms of the Tenancy Agreement. If at any time during the Tenancy Period there occurs any arrears of the Aggregate Rent or the Tenant breaches any of the obligations on its part contained in the Tenancy Agreement then:
 - 10.4.1 the Landlord shall in relation to any arrears of Aggregate Rent (unless the Landlord does not expect the same to continue as a material breach) be required to notify the Support Provider of any arrears Aggregate Rent which reach a cumulative total equal to four weeks of Aggregate Rent
 - 10.4.2 the Landlord shall in relation to breaches by the Tenant of any of the obligations on its part contained in the Tenancy Agreement, be required so far as reasonably practicable to notify the Support Provider (unless the Landlord does not expect the same to continue as a material breach) as soon as reasonably practicable

- 10.4.3 until such time as the Benefit Rent is awarded and agreed in full without restriction for each Tenant, if during the Term the Aggregate Rent exceeds the Benefit Rent the Support Provider shall pay to the Landlord weekly in arrears the difference between the Benefit Rent and the Aggregate Rent
- 10.5 The Support Provider, to the extent that it is legally capable of so doing and not so as to fetter its discretion in any other capacity, shall give due consideration to and shall use all reasonable endeavours to support and progress any applications for Grant and any other grant applications submitted by a Tenant or the Landlord (whether or not to the Local Authority as awarding body) during the Term in connection with any service provided by the Landlord hereunder or in relation to the Premises generally
- 10.6 The Support Provider will take out and maintain the following insurances with a reputable and solvent insurer and shall, on the request of any other party, produce a copy of the insurance policy and a receipt for the payment of the current premium:
 - 10.6.1 public liability insurance and provide cover of up to ten million pounds (£10,000,000);
 - 10.6.2 employer's liability insurance to a minimum of ten million pounds (£10,000,000); and
 - 10.6.3 professional indemnity insurance in a minimum amount of five million pounds (£5,000,000).

11. DESTRUCTION OF THE DWELLINGS

- 11.1 Where a Dwelling is destroyed or rendered unfit for safe occupation by a Tenant the Landlord and the Support Provider shall:-
 - 11.1.1 use all reasonable endeavours to provide alternative premises for the Tenant and
 - 11.1.2 (where the Landlord is able to do so) apply any insurance money received in respect of the Dwelling (other than for loss of rents) to the repair or rebuilding of the Dwelling
- 11.2 In any case where the Landlord shall suffer any loss, howsoever arising, as a result of the deliberate or negligent act or default of the Support Provider its agents servants or contractors, then the Support Provider shall fully indemnify the Landlord in respect of such loss except where such loss is

directly and fully attributable to a default by the Landlord in the performance of any obligation under this Agreement or the Tenancy Agreement

- 11.3 In the event of a dispute between the Support Provider and the Landlord as to the operation of this clause the provisions of clause 12 shall apply.

12. DISPUTES

In the event of any of the parties regarding the other of being in breach of the obligations on its part contained in the Agreement, it shall notify the other parties of the nature of such alleged breach and its suggestion for the necessary action to be taken to remedy the same (acting reasonably), together with a reasonable period in which it expects the same to be remedied. In the event that the same shall not be remedied within such period (or such alternative period as the parties shall agree, acting in good faith), or that the nature or extent of such breach shall be denied or the subject of a dispute, then the following provisions of this clause 12 shall apply

- 12.1 any party may serve a written notice on the other, setting out the grounds of dispute and proposing terms of settlement to which the other party shall respond in writing within 10 Working Days (or longer by agreement) either accepting the proposed settlement terms or notifying that the matter is to proceed according to clause 12.1
- 12.2 if the settlement terms are not acceptable the parties shall arrange to meet to discuss a resolution of the dispute, such meeting to be held within 15 Working Days (or longer by agreement) of the notification of the rejection of the settlement terms
- 12.3 if the parties are still unable to resolve the dispute following the meeting or if the meeting does not take place, the dispute shall be referred to arbitration by a single arbitrator to be agreed upon by the parties or failing agreement to be appointed on the application of the parties to the President or next most senior available officer for the time being of the Chartered Institute of Housing pursuant to and in accordance with the Arbitration Act 1996, the costs of such appointment to be paid equally by the parties unless otherwise determined by the arbitrator and the decision of such arbitrator to be final and binding on the parties
- 12.4 for the avoidance of doubt the time limits referred to in this clause 12 shall not be capable of being referred to determination pursuant to clause 12.3
- 12.5 Notwithstanding the provisions of this clause 12, the parties shall at all times act in good faith and shall attempt to resolve any dispute promptly

13. TERMINATION OF THIS AGREEMENT

13.1 Subject to the provisions of clauses 15 and 16, upon the expiry of 15 Working Days immediately following:

- 13.1.1 any of the events referred to in clauses 13.2.2 or 13.2.3; or
- 13.1.2 the Support Provider serving notice upon the Landlord of its intention to terminate this Agreement after the occurrence of any of the events referred to in clauses 13.2.5 to 13.2.11 (inclusive) or (where the payment due is not from, or the breach has not been caused by, the Support Provider) referred to in clause 13.2.1 or 13.2.4; or
- 13.1.3 the Landlord serving notice upon the Support Provider of its intention to terminate this Agreement after the occurrence of any of the events referred to in clauses 13.2.1 to 13.2.4 (where, in the event of the occurrence of the matters referred to in clauses 13.2.1 to 13.2.4, the payment due is not from, or the breach has not been caused by, the Landlord);

this Agreement shall immediately cease and determine absolutely

13.2 The events referred to in clause 13.1 are as follows:

- 13.2.1 Any payment due from the Landlord or the Support Provider under the terms of this Agreement being outstanding for 15 Working Days after becoming due and demanded
- 13.2.2 Either party being formally dissolved or ceasing operation or seeking to transfer the benefit of and obligations under this Agreement to a third party other than a statutory successor (except for the purposes of amalgamation or reconstruction) or, in the case of the Support Provider, a Group Company
- 13.2.3 The Support Provider no longer having the legal power to perform its obligations under this Agreement
- 13.2.4 A material breach by either party of any of the provisions of this Agreement and where remediable, the offending party has not attempted to remedy such breach within 15 Working Days of receiving notice requiring it to be remedied

- 13.2.5 The Landlord being insolvent (meaning any of the following):
- (a) It is deemed unable to pay its debts as defined in the Insolvency Act 1986 Section 123 (the **1986 Act**)
 - (b) A proposal is made for a voluntary arrangement under Part 1 of the 1986 Act
 - (c) An administration application, administration order or interim order (as each of those terms is defined in the Insolvency Act 1986, as amended by the Enterprise Act 2002, the 'Act') is made in relation to the Landlord
 - (d) Written notice of intention to appoint an administrator to the Landlord is given by any of the persons entitled under the Act to give such notice
 - (e) An administrator is appointed to the Landlord by any of the persons entitled under the Act to make such appointment
 - (f) A receiver administrative receiver or manager is appointed
 - (g) It goes into liquidation as defined in Section 247(2) of the 1986 Act (other than a voluntary winding up solely for the purpose of amalgamation or reconstruction of a solvent company)
 - (h) A provisional liquidator is appointed under Section 135 of the 1986 Act
 - (i) A proposal is made for a scheme of arrangement under the Companies Act 1985 Section 425
- and no Step In Notice having been served within 20 Working Days thereof by the Chargee
- 13.2.6 The Landlord is convicted of a criminal offence in relation to the Tenant or the Premises
- 13.2.7 An employee of the Landlord is convicted of a criminal offence in relation to a Tenant or the Premises and in the reasonable opinion of the Support Provider the Landlord had taken no steps

or insufficient steps to reduce or prevent the risk of the employee committing such offence

- 13.2.8 The Landlord is served with a notice under any housing or environmental protection legislation or any other such enactment in relation to the fitness and condition of a Dwelling, and takes no steps to remedy the condition of the Dwelling in response to the same or to appeal such notice, in each case within a reasonable period of time
 - 13.2.9 A Tenant brings a successful claim against the Landlord in respect of the repair or condition of a Dwelling and the Landlord takes no steps to remedy the condition of the Dwelling within a reasonable period of time thereafter
 - 13.2.10 The Landlord fails within a reasonable period of time to remedy a default under the provisions relating to the Tenants' Charter as either agreed for remedy by the Landlord or alternatively imposed as an outcome of the disputes arbitration procedure
 - 13.2.11 The Landlord ceasing to have a sufficient interest in the Premises to be capable of continuing to perform its obligations under this Agreement
- 13.3 Subject to the provisions of clause 15 and 16, this Agreement shall terminate automatically and with immediate effect on the Superior Lease being terminated for any reason
- 13.4 If the Landlord or the Support Provider serves notice under clause 13.1 or the Agreement terminates in accordance with 13.3, then the provisions of clause 13.5 below shall be deemed to apply to any Tenancy Agreements subsisting at the time any such notice is served in order to manage the process for obtaining vacant possession
- 13.5 Where a Tenant or Tenants occupy the Premises concerned at the time when a notice is served under 13.1 or the Agreement terminates in accordance with clause 13.3, then in each case the Landlord shall at its own expense serve such notices and take such proceedings, in each case as shall be necessary to terminate each Tenancy Agreement then subsisting (on the grounds of suitable alternative accommodation being available to the Tenant) when, and only when, the Support Provider has made available (to each Tenant) other premises with support services of a standard which

achieves at least the minimum standard of support services prescribed by the Main Support and Care Contract

- 13.6 On any termination of this Agreement, the Support Provider will ensure a smooth transition with minimum disruption to the Tenants and their support provision.
- 13.7 This Agreement will continue in force notwithstanding expiry of the Term unless and until either party serves formal notice to terminate this Agreement following expiry of the Term.

14. CERTIFICATION

The Support Provider intends that this Agreement shall be a certified contract for the purposes of the Local Government (Contracts) Act 1997 (for the purposes of this clause known as the **Act**) and shall within the certification period provided by the Act, comply with all the requirements to ensure that the Agreement shall be a certified contract for the purposes of the Act

15. STEP IN

- 15.1 Where the Landlord shall have given notice to the Support Provider at any time during the Term of the existence of a Charge and a Chargee shall serve a Step In Notice then at all times thereafter until the Chargee serves notice to the effect that such action is no longer necessary, or the expiry of six calendar months (whichever sooner shall occur) all notices, action, liaison and co-ordination under the terms of this Agreement or any document referred to in it shall be undertaken by or with the Chargee instead of the Landlord
- 15.2 For the avoidance of doubt, where the Support Provider has notice of the Charge pursuant to the terms of clause 15 the provisions of clause 13.1 shall (except in the circumstances referred to in clause 13.2.2 – where the circumstances apply to the Support Provider – or in clause 13.2.3) be deemed to be suspended until the Chargee shall have been given a reasonable period to take such action as shall be necessary either to remedy the breach substantially, or ensure that no such breach shall re-occur, or that the Support Provider is put in no worse a position than it was in before such breach occurred. If the Chargee shall take such action within such timescale then the circumstances or event necessitating such action shall be treated as if they had not arisen or occurred, and this Agreement and the Term shall otherwise continue

16. OWNER STEP IN

- 16.1 Where the Support Provider has received notice at any time during the Term of the identity of the Owner then the Support Provider will issue a copy of the notice of termination to the Owner at the same time as it issues it to the Landlord but will allow the Owner a 6 month period from the date of the notice to remedy any breach or other matter giving rise to the Support Provider's desire to terminate and/or (if required by the Owner) to enter into a new agreement on the same terms as this Agreement with the said Owner or a nominee of that Owner which nominee has been approved by the Support Provider (such approval not to be unreasonably withheld or delayed); and
- 16.2 Notwithstanding the provisions of clause 16.1, the Landlord shall use all reasonable endeavours to remedy the relevant breach or other matter giving rise to the Support Provider's desire to terminate or to enter into a new agreement on the same terms as this Agreement as soon as reasonably practicable following receipt of the notice from the Support Provider.
- 16.3 If the relevant Owner remedies the breach or other matter giving rise to the Support Provider's desire to terminate this Agreement and/or a new agreement is entered into with the said Owner or a nominee of that Owner as aforesaid then the circumstances giving rise to the Support Provider being able to terminate this Agreement shall be treated as if they had not occurred and this Agreement and the Term shall continue save in respect of the Premises comprised in any new agreement entered into as referred to above.

17. TERMINATION OF PAYMENTS TO THE LANDLORD

- 17.1 Upon the expiry of 15 Working Days immediately following a Trigger Event EITHER the Support Provider shall be entitled to serve upon the Landlord and the Owner notice under this clause 17.1 OR the Owner shall be entitled to serve upon the Landlord and the Support Provider notice under this clause 17.1 and upon service of any such notice the Support Provider shall have no further liability to pay monies to the Landlord under this Agreement but instead shall be liable to pay all monies to the Owner
- 17.2 Upon termination of the obligations to make payment to the Landlord pursuant to this Agreement as between the Support Provider and the Landlord there shall be a full accounting between the parties hereto and apportioned payments or repayments shall be made of all money paid in advance or arrears on a time basis but this shall not delay commencement of the payments then due under this Agreement

18. VAT/ARREARS

- 18.1 All sums payable under this Agreement shall be deemed to be exclusive of Value Added Tax, and where either party shall be required to pay or indemnify the other against any sum, such payment or indemnity shall be deemed to include an obligation to pay or indemnify such party against any Value Added Tax in addition
- 18.2 All sums payable under this Agreement which are due and unpaid for a period of 20 Working Days shall carry interest thereon at the rate of 4 per centum per annum above the base lending rate for the time being of Lloyds TSB Bank plc from the date the same fell due to the date of payment (both before and after judgement) and the parties agree that any obligation to make payments hereunder shall be deemed to be an obligation to pay interest as aforesaid in addition

19. WAIVER

- 19.1 No term or provision of this Agreement shall be considered as waived by either of the parties unless a waiver is given in writing by that party
- 19.2 No waiver under clause 18.119.1 shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of the Agreement unless (and then only to the extent) expressly stated in that waiver

20. SEVERABILITY

If any term, condition or provision contained in the Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of the Agreement

21. GOVERNING LAW

The Agreement shall be governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales

22. FORCE MAJEURE

- 22.1 For the purposes of the Agreement, Force Majeure Events shall be the following:-

- 22.1.1 circumstances of war, civil war, civil disorder, civil disturbance, hostility (whether declared or undeclared), invasions, armed

conflict or act of foreign enemy, rebellion, resolution, riot or insurrection or terrorism within and affecting the United Kingdom;

- 22.1.2 nuclear, chemical or biological contamination of the Premises
- 22.2 Each party shall be relieved from liability to the extent that by reason of the occurrence of a Force Majeure Event, it is unable to perform its obligations pursuant to this Agreement
- 22.3 The party affected by a Force Majeure Event shall give notice to the other party no more than 10 Working Days after the affected party becomes or should reasonably have become aware of the occurrence of a Force Majeure Event, giving details of the circumstances constituting the Force Majeure Event and the likely duration of those circumstances. Each party shall also notify the other of any events of which it is aware which may reasonably be expected, with the passing of time or otherwise, to become Force Majeure Events
- 22.4 A party affected by a Force Majeure Event shall use all reasonable endeavours to continue to perform its obligations pursuant to this Agreement and to resume full performance thereof as soon as possible

23. NOTICES

Except as otherwise stated, all notices or other communications required in connection with this Agreement shall be in writing and sent by hand, or by first class pre-paid post, to the relevant address referred to in this Agreement (or notified to either party by the other hereafter by not less than 5 Working Days prior notice):-

- 23.1 a letter to be delivered by hand shall be effective when it is delivered to the addressee;
- 23.2 a letter sent by first class pre paid post shall be deemed received on the 2nd Working Day after it is put in the post;
- 23.3 A notice or other communication received on a day which is not a Working Day or after 5pm on any Working Day shall be deemed to be received on the next following Working Day

24. CORRUPT GIFTS

The Landlord shall not and shall procure that its agents, contractors or sub-contractors or the employees of them or anyone acting on their behalf shall not:-

- 24.1 offer or give or agree, to any person employed by or on behalf of the Support Provider or any other public body, any gift or consideration of any kind as an

inducement or reward for doing or having done or not doing any act in relation to the obtaining or execution of the Agreement or for showing or for not showing favour or disfavour to any person in relation to the Agreement; nor

- 24.2 enter into this Agreement in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge unless, before this Agreement is entered into, particulars of any such commission and of the terms and conditions of any agreement for the payment thereof are disclosed in writing to the Support Provider, provided that fees payable to the Landlord's professional or financial advisers shall not be treated as commission for the purposes of this clause 24 **AND PROVIDED FURTHER THAT** nothing contained in clause 24 shall prevent the Landlord or any of its agents, contractors or sub-contractors from paying any proper commission or bonus to its employees within their agreed terms of employment

25. CHANGE IN LAW

- 25.1 Both parties shall take all steps necessary to ensure compliance with terms of this Agreement following any Change in Law
- 25.2 On the occurrence of any Change in Law which was not foreseeable at the date of this Agreement:
- 25.2.1 either party may give notice to the other of the occurrence of the Change in Law;
- 25.2.2 the parties shall meet within ten Working Days of the notice in clause 25.2.1 to consult and seek to agree whether a Change in Law has occurred and of the effect such change has on the obligations of the parties under this Agreement. If no agreement can be reached within ten Working Days the dispute shall be referred for determination in accordance with clause 12
- 25.3 Both parties shall, without prejudice to its general obligation to comply with the terms of this Agreement:
- 25.3.1 use all reasonable endeavours to mitigate the adverse effects of any Change of Law and take all reasonable steps to minimise any increase in costs arising from such Change in Law; and
- 25.3.2 use all reasonable endeavours to take advantage of any positive or beneficial effects of any Change in Law and take all reasonable

steps to maximise any reductions in costs arising from such Change in Law

26. OPTION TO RENEW

26.1 In this clause:

"New Agreement" means an agreement for a further term of 5 years commencing on the day immediately following the expiry of the Term of this Agreement ("**the Further Term**"), but otherwise on the same terms as this Agreement (with any necessary changes as agreed between the parties acting reasonably and which may at the Support Provider's discretion include this clause but not so that any possible period of extension could exceed the terms of years granted by the Superior Lease or any extension of the Superior Lease)

"Option Notice" means a notice under clause 25.326.3 that the Support Provider exercises its right to enter into a New Agreement, Second New Agreement or Third New Agreement (as the case may be).

"Second New Agreement" means an agreement for a second further term of 5 years commencing on the day immediately following the expiry of the Term of the New Agreement ("**the Second Further Term**"), but otherwise on the same terms as this Agreement (with any necessary changes as agreed between the parties acting reasonably and which may at the Support Provider's discretion include this clause but not so that any possible period of extension could exceed the terms of years granted by the Superior Lease or any extension of the Superior Lease)

"Third New Agreement" means an agreement for a third further term of 1 year commencing on the day immediately following the expiry of the Term of the Second New Agreement ("**the Third Further Term**"), but otherwise on the same terms as this Agreement (with any necessary changes as agreed between the parties acting reasonably and which may at the Support Provider's discretion include this clause but not so that any possible period of extension could exceed the terms of years granted by the Superior Lease or any extension of the Superior Lease)

26.2 If the condition in clause 26.3 is satisfied, the Landlord and/or the Superior Landlord (as appropriate) and the Support Provider shall enter into a New Agreement or a Second New Agreement or a Third New Agreement (as the case may be)

26.3 The condition is that no later than six months prior to the end of the Term, Further Term, Second Further Term or Third Further Term (as the case may

- be) the Support Provider has given the Option Notice to the Landlord and/or the Superior Landlord (as appropriate).
- 26.4 The Landlord and/or the Superior Landlord (as appropriate) shall produce the engrossments of the New Agreement, the Second New Agreement or Third New Agreement (as the case may be) and counterpart, within 14 working days of receipt of the Option Notice and the Support Provider shall execute the counterpart and deliver it to the Landlord and/or the Superior Landlord (as appropriate) on completion
- 26.5 If the Support Provider lawfully exercises its rights to renew this Agreement pursuant to the terms of this clause 26 (in respect of either the New Agreement, Second New Agreement or Third New Agreement), it may by serving notice in writing on the Landlord and/or the Superior Landlord as appropriate require the Landlord and/or the Superior Landlord as appropriate to exercise its option (to the extent that such right lawfully exists under the Lease and/or the Superior Lease (as appropriate) and is capable of being exercised by the Landlord and/or the Superior Landlord (as appropriate)) for a further lease with the Owner in relation to the Premises.
- 26.6 In circumstances where the Landlord and/or the Superior Landlord as appropriate is required to exercise its right to renew the Lease and/or the Superior Lease (as appropriate) pursuant to clause 26.5, it shall only be required to exercise such right in accordance with the provisions (including, without limitation, the provisions in relation to any timescales) set out in the Lease and/or the Superior Lease (as appropriate).

27. ASSIGNMENT/NOVATION

- 27.1 This agreement shall be binding upon and enure for the benefit of the successors in title to the parties, and shall be capable of being novated by the Support Provider to a Group Company the form of such novation to be agreed between the parties (acting reasonably) and provided that any Group Company to who this Agreement is novated enters into a direct covenant with the Landlord and the Superior Landlord and the Owner to comply with the terms of this Agreement
- 27.2 In the event the Support Provider is no longer the Main Support and Care Provider:
- 27.2.1 the Landlord and the Superior Landlord will, in conjunction with the Support Provider, use all reasonable endeavours to secure a novation of this Agreement or enter a new agreement to cover at

- least the remaining term of this Agreement with a replacement provider;
- 27.2.2 the Landlord and the Superior Landlord will act reasonably and in good faith in respect of its obligations under this clause 27.2;
- 27.2.3 the Landlord and the Superior Landlord will use all reasonable endeavours to secure any consent required in connection with the matters described in this clause 27.2 from the Owner.
- 27.3 The Support Provider shall be automatically released from this Agreement with effect from the commencement date of any such new agreement or from the date of novation of this Agreement to the replacement provider . For the avoidance of doubt this shall not release the Support Provider in respect of any obligations or liabilities which accrued prior to the commencement date of such a new agreement or date of the novation of this Agreement and for the avoidance of doubt the Support Provider will not be released from this Agreement until the commencement date of a new agreement or date of novation of this Agreement.
- 27.4 If both the Landlord and the Superior Landlord cease to either be the legal owner of the Property or the occupant under a valid lease from the legal owner of the Premises, the Support Provider will on request from the Superior Landlord:
- 27.4.1 novate this Agreement to the new legal owner of the Premises or the occupant under a valid lease from the legal owner of the Premises; and
- 27.4.2 enter into such documents as are reasonably necessary to give effect to the novation contemplated by this clause 27 in a form agreed between the parties (each acting reasonably).
- 27.5 This Agreement cannot be assigned by the Support Provider and/or the Landlord and/or the Superior Landlord without the consent of the Owner (not to be unreasonably withheld or delayed) and as a requirement of any consent the assignee shall provide a deed in favour of the Owner and in favour of the Support Provider or Landlord or Superior Landlord (as the case may be) to observe and perform the obligations set out in this Agreement

28. OBLIGATIONS

- 28.1 During the Term the Support Provider undertakes and agrees with the Owner and the Superior Landlord to observe and perform its obligations contained in this Agreement
- 28.2 During the Term the Landlord and/or the Superior Landlord (as appropriate) undertakes and agrees with the Owner to observe and perform its obligations contained in this Agreement

29. EXECUTION BY THE SUPPORT PROVIDER

- 29.1 The Support Provider warrants and confirms to the Landlord and the Owner that the execution and delivery of this Agreement and performance by the Support Provider of its obligations contained in this Agreement will not contravene any provision of the Memorandum and/or Articles of Association of the Support Provider or any agreement or obligations of the Support Provider or any law or regulation applicable to it
- 29.2 This Agreement is consequently valid and is binding on the Support Provider and enforceable against it

30. INDEMNITY

The Support Provider shall keep the Landlord, the Superior Landlord and the Owner fully and effectively indemnified against all losses costs claims demands or liability incurred suffered or expended in consequence of any breach of the warranties in clause 29 of this Agreement

31. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

32. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter

IN WITNESS whereof the Support Provider the Landlord and the Owner have executed this document as a Deed, the day and year first before written

**EXECUTED AS A DEED by HEATHCOTES
CARE LIMITED acting by: -**

)
Signed by:

C37EA831576F496...

Signature of director

Name of director Tim Davies

Witness Signature

Name Neil Robinson

DocuSigned by:



8195B324CB84461...

Address

12 Private Road, Nottingham

NG5 4DB

Occupation Chief Financial Officer

**EXECUTED AS A DEED by INCLUSION
HOUSING COMMUNITY INTEREST
COMPANY acting by: -**

Signature of director

Name of director

In the presence of

Witness Signature

Name

Address

Occupation

**EXECUTED AS A DEED by RHODOS)
PROPERTIES (NO20) LIMITED acting by: -)**

Signature of director

Signed by:

Frazer Roberts
68761CFC8CE5416...

Name of director

Frazer Roberts

Witness Signature

Name Henry Bartle

DocuSigned by:

Address

Windsor House, Cornwall R55 45F7228A646C...

Harrogate, HG1 2PW

Occupation Property

**EXECUTED AS A DEED by INCLUSION)
HOMES CIC acting by: -)
)**

Signature of director

Name of director

In the presence of

Witness Signature

Name

Address

Occupation

SCHEDULE 1 (Memorandum)

This Memorandum is pursuant to an Agreement (the **Agreement**) made on the [20] between [] and Inclusion Housing Community Interest Company and [] and [] and the terms and definitions used in this Memorandum shall be interpreted in accordance with the Agreement . A copy of the Tenant's LHNA Assessment and any other information supplied to the Landlord by the Support Provider is attached to this Memorandum.

PART A - to be completed by the Support Provider and the Landlord on the Commencement Date

RESIDENT'S NAME: COMMENCEMENT DATE:

complete or delete as appropriate

The Nominee wishes to be accommodated individually or with the following persons and the Landlord has agreed to provide accommodation separately for the Nominee or together with those persons.

1. Name: Relationship to Nominee:

2. Name: Relationship to Nominee:

3. Name: Relationship to Nominee:

Signed on behalf of the Landlord

Signed on behalf of the Support Provider

PART B — to be completed by the Landlord and the Nominee or the Nominee's representative

ADDRESS OF THE PREMISES:

NOMINEE:

NOMINEE'S REPRESENTATIVE:

I have inspected the Premises

delete as appropriate

1 I am willing to accept the Premises (subject to agreement on the terms of the Tenancy Agreement)

2 I am not willing to accept the Premises (please give reasons on the reverse of this memorandum)

Signed by the Nominee or the Nominee's Representative: -----

delete as appropriate:

3 The Landlord accepts the Nominee is willing to enter into a Tenancy Agreement of the Premises

4 The Landlord accepts that the Nominee's decision to reject the Premises is reasonable

5 The Landlord does not accept that the Nominee's decision to reject the Premises is reasonable (reasons given on the reverse of this memorandum)

Signed on behalf of the Landlord : -----

(Where the Nominee rejects the Premises a further copy of this Part B will be attached and completed in respect of each subsequent Premises offered to the Nominee)

SCHEDULE 2 (Standard Tenancy Agreement)

Part 1: Assured Shorthold Tenancy (Full Property)

Dated

20

Inclusion Housing Community Interest Company

and

[The Tenant]

Assured Shorthold Tenancy Agreement

Relating To

[Property Address]

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This Agreement is dated 202

Between

- (1) Inclusion Housing Community Interest Company of 106 Heworth Green, York, England YO31 7TQ. CRN 06169583 (Landlord / We / Us).
- (2) [NAME] of [ADDRESS] (Tenant / You).

NOW IT IS HEREBY AGREED as follows:-

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Contents"	the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.
"First Rent Payment Date"	[DATE].
"HA 1988"	Housing Act 1988 (as amended).
"HA 2004"	Housing Act 2004 (as amended).
"Ineligible Charge"	£[] per week.
"Insured Risks"	means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.
"Inventory and Schedule of Condition"	the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.
"LTA 1985"	Landlord and Tenant Act 1985 (as amended).
"Net Rent"	£[] per week.
"Property"	[ADDRESS].
"Rent"	The total sum of the Net Rent, Service Charge and Ineligible Charge, per week.
"Rent Payment Dates"	Monday of each week.
"Services"	The services listed at Appendix 1 to this Tenancy Agreement to be performed by the Landlord.
"Service Charge"	£[] per week payable by the Tenant in relation to the Landlord's performance of the Services.

"Tenancy Start Date"	[DATE].
"Term"	A fixed term of 6 months from and including the Tenancy Start Date.
"Water Rate"	£[] per week if applicable and if water rates are not otherwise payable by the Tenant in accordance with clause 12 of this Tenancy Agreement.
"Working Day"	A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to an agreement is a reference to this agreement.
- 1.8 Any reference to Tenancy refers to the tenancy created under this agreement.
- 1.9 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of this agreement.
- 1.12 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.13 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.

1.14 The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. Grant of the Tenancy

- 2.1 The Landlord lets the Property to the Tenant from the Tenancy Start Date.
- 2.2 This Tenancy Agreement creates a weekly assured shorthold tenancy under Part I, Chapter II of the HA 1988.

3. Contents

- 3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.
- 3.2 The Tenant is responsible for taking out suitable insurance for accidental or other damage to the personal contents and internal decorations. The Landlord is not responsible for any losses or damages suffered by the Tenant.
- 3.3 The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the costs incurred by the Landlord as a result.

4. Rent

- 4.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates.
- 4.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.
- 4.3 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.4 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use
- 4.5 The Landlord may increase the Net Rent. The first increase in the Net Rent will happen in the first April after the start of the tenancy when the Landlord may increase the Net Rent by an amount considered to be reasonable by the Landlord and in accordance with any applicable regulatory guidance.

- 4.6 Following the first increase in the Net Rent, the Landlord may increase the Net Rent in the future. Increases will normally take place every April.
- 4.7 The Landlord can increase the Net Rent by giving the Tenant at least one month's notice of the increase and the date on which the Landlord will make the change. The Landlord shall not increase the Net Rent earlier than 52 weeks from the date of the last increase.

5. Services, Service Charge, Water Rate and Ineligible Charge

- 5.1 The Landlord may at its absolute discretion withdraw, vary or add to any of the Services.
- 5.2 The Landlord may review and determine the Service Charge in advance in April of each year. However, the Landlord reserves the right to vary the Service Charge at any time, particularly in the event of unforeseen expenditure having been incurred by the Landlord in the provision of the Services.
- 5.3 The Landlord may review the Water Rate and Ineligible Charge and reserves the right to vary those charges.

6. Use of Property

- 6.1 The Tenant shall occupy the Property as their only or main home. The Tenant must notify the Landlord in advance if the Tenant will be absent from the Property for a period of more than 4 weeks, provide a contact address and telephone number and inform the Landlord when the Tenant will return to the Property.
- 6.2 The Tenant shall only use the Property as a private dwelling house, for the use of the Tenant and the Tenant's immediate family.
- 6.3 The Tenant shall not use the Property for the purposes of conducting a business.
- 6.4 The Tenant may not keep any animals in or at the Property without the written permission of the Landlord, which may be subject to conditions. If the Landlord gives the Tenant permission to keep animals at the Property, the Tenant must ensure that those animals do not cause nuisance, annoyance or damage.
- 6.5 The Tenant shall not do anything to or on the Property (or on other land or property owned by the Landlord) that:
 - 6.5.1 causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
 - 6.5.2 involves using the Property for immoral or illegal purposes; or

- 6.5.3 has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 13.1. The Landlord will provide the Tenant with a summary of the relevant insurance requirements.
- 6.6 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

7. Tenant's Rights

- 7.1 The Tenant has the right to consultation before the Landlord may make any changes in housing management, maintenance, care and support practice or policy that are likely to effect the Tenant.
- 7.2 The Tenant has the right to inspect any personal information about themselves held by the Landlord and to correct any inaccurate information. The Landlord will comply with the provisions of the Data Protection Act 2018 as amended from time to time. The Landlord will process personal data that it holds about the Tenant in accordance with its prevailing Privacy Notice.
- 7.3 The Landlord has an established complaints procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy Agreement. The procedure shall operate in accordance with the requirements of the Homes & Communities Agency as laid down from time to time. The Landlord shall provide details of the procedure at the beginning of the Tenancy and inform the Tenant of any changes.

If the complaint has been dealt with by the Landlord and the Tenant is still dissatisfied after the complaints procedure has been exhausted, the Tenant has the right to refer the matter to the Independent Housing Ombudsman.

The Independent Housing Ombudsman Service

Norman House

105-109 The Strand

LONDON WC2R 0AA

8. Assignment or subletting

- 8.1 The Tenant shall take possession of the Property on the Tenancy Start Date and shall not assign, sublet, part with or share possession of the whole or part of the Property, except whereas pursuant to an Order made by the Court under the Matrimonial Causes Act 1973 or the Family Law Act 1996.

- 8.2 The Tenant must not allow the Property to become overcrowded (within the meaning of S.324 of the Housing Act 1985).

9. Care and Support Services

- 9.1 The provision of care and support services is integral to the Tenant's occupation of the Property. In that case, the Tenant must engage with those service providers and follow any care and support plan that is implemented on their behalf. Any failure to co-operate with a care and support plan, or engage with care and support providers, in these circumstances shall permit the Landlord to end the Tenancy in accordance with this Tenancy Agreement.

10. Repairs and alterations

- 10.1 The Tenant shall keep the interior of the Property clean, tidy and in good repair and condition (except for fair wear and tear and subject to the Landlord's repairing obligations under this Tenancy Agreement). The Tenant shall be responsible for carrying out minor works, which include but are not limited to:
 - 10.1.1 Replacing lightbulbs; and
 - 10.1.2 Decorating internal parts of the Property as often as is necessary to keep them in good decorative order.
- 10.2 The Tenant must promptly report to the Landlord any repairs which are required and that fall within the Landlord's repairing obligations pursuant to this Tenancy Agreement.
- 10.3 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.
- 10.4 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 10.5 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, his family or visitors cause the breakage.
- 10.6 The Tenant shall not cause any blockage to the sinks, drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 13.4.
- 10.7 If the Tenant fails to carry out any repairs which are the Tenant's responsibility, or if the Tenant (or a member of their household or a visitor to the Property) caused damage to the Property, the Landlord may carry any necessary repairs and charge the Tenant for it. Failure to pay, may involve the Landlord taking legal action against the Tenant.

- 10.8 The Tenant shall take all reasonable precautions needed to prevent fire, floor, theft, loss or damage to the Property.
- 10.9 The Tenant shall not remove or make any alterations or adaptations to, and the Tenant shall take reasonable care of, the Premises, fixtures, fittings, furniture or equipment provided by the Landlord.
- 10.10 The Tenant may be required to pay an additional charge to cover the cost of repairing or replacing anything damaged, removed or altered in breach of this clause 10.

11. Utilities and outgoings

- 11.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property.
- 11.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 11.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 11.4 The Tenant shall pay for a television licence for the Property if a licence is required.
- 11.5 The Tenant shall pay the Council tax for the Property.
- 11.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

12. Tenant Community Responsibilities

- 12.1 The Tenant should follow the tenancy conditions. The Tenant should be considerate to others and the lifestyles others choose. The following responsibilities should apply to the Tenant and the Tenant should ensure that everyone at the Property behaves in a suitable way.
- 12.2 The Tenant is responsible for good behaviour and anyone living at the Property, including children and anyone visiting. The Tenant is responsible for their behaviour at the Property and in the local area or on any premises or estate belonging to the Landlord. The Tenant agrees to the following conditions:
 - 12.2.1 The Tenant will not cause or allow others to do anything that causes or may become, a nuisance, annoyance or disturbance to others, whether they are people living in the area or visiting the area, or to the Landlord's

employees or contractors. Such nuisance, annoyance or disturbance may include; loud music, offensive language, noise from DIY, a dog barking and offensive drunkenness; playing ball games close to other vehicles which may cause damage to property, trees, shrubs or other plants; using bicycles, roller skates, scooters or skateboards in a way that annoys or disturbs others; breaking into another person's home or vehicle; damaging or threatening to damage another persons' home or belongings.

- 12.2.2 The Tenant will not permit any radio receiver or transmitter, television, musical instrument or any other electronic equipment to be played or used in such a manner as to cause a nuisance or annoyance to neighbours at any time or so as to be audible outside the Property between the hours of 11.00p.m. and 7.30a.m.
- 12.2.3 The Tenant will not damage or put graffiti on, or allow this to be done to, any property in the local area or threaten to do so. The Landlord may charge the Tenant for any costs incurred in repairing the damage.
- 12.2.4 The Tenant must not dump rubbish or cause litter or allow others to dump rubbish or cause litter in any shared area. The Tenant must treat the local area with care and must dispose of rubbish using proper dustbins or refuse receptacles.
- 12.2.5 The Tenant must not interfere with any security or safety equipment in the area, or allow others to interfere with them. This includes any shared doors which must not be jammed open.
- 12.2.6 The Tenant must not interfere with any installations for supplying any services to the Property or to any properties within the local area. The Tenant must not allow others to interfere with them. This includes supplies for gas, electricity, water and phones
- 12.2.7 The Tenant must not be violent towards others. The Tenant must not make threats or behave in an abusive way towards others, or allow others to behave like this. The Tenant must not act in any way which causes or is likely to cause any person distress or alarm, or which causes them to fear for their safety.
- 12.2.8 The Tenant must not allow any weapons to be kept at the Property, whether legal or not. This includes all weapons that are classified as offensive weapons, firearms, knives and machetes, but may also include other weapons or any items which appear to be weapons of this type. The Tenant must not allow people to use weapons at the Property or in the local area. This includes using them in any threatening or aggressive

way. The Tenant should not use any item that would not usually be considered to be a weapon in any way that makes it a weapon.

- 12.2.9 The Tenant must not rev car engines or sound any horns outside acceptable hours. The Tenant must not bang doors.
- 12.2.10 The Tenant must not drink alcohol in any shared areas.
- 12.2.11 The local area includes any place where people living locally share facilities for things such as shopping, schools and leisure.
- 12.2.12 The Landlord may take legal action against the Tenant if they behave anti-socially or are convicted of a crime committed at the Property or in the local area. Legal action could lead to; the Tenant's eviction; an injunction taken against them; a demotion order made against them; a Criminal Behaviour Order made against them or having an individual Support Order made against them.
- 12.2.13 The Landlord may ask the Tenant to sign up to an Acceptable Behaviour Contract or Parenting Contract. This is an agreed code of behaviour between the Landlord, the police and the Tenant. If the Tenant breaks an Acceptable Behaviour Contract, this could lead to a Criminal Behaviour Order, Parenting Order, Individual Support Order or injunction being made against the Tenant.
- 12.2.14 If the Tenant makes a complaint about nuisance or antisocial behaviour, the Tenant must be willing to give evidence if needed. If the Tenant cannot or will not do this, the Landlord may not be able to take any action.
- 12.2.15 The Tenant must not make false or malicious complaints about the behaviour of any other person.
- 12.2.16 The Tenant must not unreasonably withhold information from the police about any burglary or damage caused by a criminal act in the Property.
- 12.2.17 The Tenant or anybody living with the Tenant or visiting the Tenant, must not harass (or threaten to harass), interfere with the peace and comfort of, or cause offence to anybody else in the local area, including; the Tenants neighbours, members of the household or anybody else in the locality; any other tenants or leaseholders; any employees or any contractor or agent working for the Landlord because of; race, colour, nationality, ethnic or national origin; religion or beliefs; culture; age or sex or because they are gay or lesbian; any disability; HIV status; appearance; lifestyle; marriage status; caring responsibilities; being out of work or any other reason.

- 12.2.18 Harassing behaviour can include; racist behaviour, language or graffiti; acts or threats of discrimination, harassment, nuisance or annoyance; harassing, threatening or using emotional abuse to make anyone who lives with the Tenant leave the home; writing or displaying graffiti or literature, pictures or objects which are threatening, abusive, racist or insulting on the Property, or on any property in the local area, including property not owned by the Landlord and sending literature which is threatening, abusive, racist or insulting to any other person.
- 12.2.19 The Tenant must make sure that they and anybody living or visiting them are treated with courtesy and respect. The Tenant must never physically or verbally abuse, threaten or harass or allow others to do this. This includes; physical abuse; actual or threatened assault; violent acts or aggression; verbal abuse or threats; any act that is unreasonable or unlawful, or which is intended or likely to alarm, distress, intimate or harass anyone and attempts at blackmail, corruption or bribery.
- 12.2.20 The Tenant must not allow or commit acts of domestic violence at the Property. This includes forcing, or threatening to force, another person who had the right to live in the Property to leave, or refusing them access. The Tenant must not harass or use mental, sexual, emotional or other abuse, or undue pressure, to make anyone who lives with the Tenant to leave the Property. The Tenant or any other individual must give up this tenancy or leave the Property if a court order has been made against the Tenant as a result of violence.
- 12.2.21 The Tenant must not use the Property or any part of the local area for any criminal, illegal or immoral activity, including storing and handling stolen goods, or prostitution.
- 12.2.22 The Tenant must not use or allow the illegal use of drugs at the Property or in the locality in relation to controlled drugs or other substances covered by the Misuse of Drugs Act 1971 (or any other relevant Act or regulations). In particular, the Tenant must not; possess any of these drugs; grow or prepare (or both) any of these drugs; supply any of these drugs to another person; offer to supply any of these drugs to another person; possess any of these drugs with the intention of supplying them to another person; alter the Property so it can be used for supplying drugs to other people or allow others to use the Property for drugs. If, the Landlord after investigating these facts decides the Tenant has broken this condition of the tenancy, the Landlord will consider applying to the county court for the Tenant's eviction.

- 12.2.23 The Tenant must not use the Property for any purpose which may cause danger to any person. The Tenant must not allow others to use the Property for any purpose which may cause a danger to any other person.
- 12.2.24 The Tenant must not store any articles, liquid or gas at the Property, which in the Landlord's opinion, greatly increases the chance of fire or explosion at the Property or any nearby garage.
- 12.2.25 The Tenant must not use or store any paraffin, liquid propane gas (for example Calor gas) or any other mobile gas heaters at the Property.
- 12.2.26 The Tenant must not store any vehicle which is powered by petrol, diesel or paraffin in the Property, except lawnmowers and strimmers. These vehicles must be stored in a garage or parking area only.
- 12.2.27 The Tenant must not empty or fill the tanks of any vehicle or equipment which is powered by petrol, diesel or paraffin in the Property or in any shared area such as hallways.
- 12.2.28 The Tenant must not leave used syringes or needles in areas where other people may come into contact with them. The Tenant should get rid of used syringes or needles safely.
- 12.2.29 The Tenant must not light any fires at the Property, in any garden area or in any shared area.
- 12.2.30 The Tenant is not allowed to keep any livestock at the Property including horses, donkeys, goats, pigs, cattle, chickens, ducks and geese.
- 12.2.31 The Tenant must not commercially breed any animals or birds at the Property.
- 12.2.32 The Tenant should not feed any vermin, including pigeons and squirrels, outside the Property.
- 12.2.33 The Tenant must not park any vehicle, boat, caravan or trailer, or allow others to park them, within the boundaries of the Property unless there is a garage or proper hardstanding, together with a dropped kerb within the boundaries of the Property.
- 12.2.34 The Tenant must not park any vehicle, caravan, trailer or boat outside the boundaries of the Property and on land that is owned by the Landlord without the Landlord's prior written consent. The Landlord may attach conditions to any consent that may be given.

- 12.2.35 The Tenant must not drive any vehicle over or park it on any shared area, footpath, verge or playground in the local area.
- 12.2.36 The Tenant may park a vehicle in a shared car-parking space provided for tenants to use it if it weighs less than 3.5 tonnes. The Tenant may not park any caravan, motor home or boat in a shared parking space.
- 12.2.37 The Tenant must not park any vehicle, or allow others to park any vehicle, in such a way that it causes an inconvenience to others, such as by blocking driveways or garages, or by double parking, or which causes an obstruction to the emergency services or other drivers.
- 12.2.38 The Tenant must not park any vehicle that is illegal or unroadworthy at or near the Property, or in the local area.
- 12.2.39 The Tenant must not park or leave, or allow others to park, any vehicle that appears to be abandoned, is untaxed or has an invalid road-tax licence.
- 12.2.40 The Tenant must not park, or allow anyone to park, in any spaces that are for disabled people to use, unless the Tenant or they are registered disabled or are displaying the appropriate permit (or both).
- 12.2.41 The Tenant must not sell, rent, swap or give away a parking space or garage.
- 12.2.42 The Tenant must not allow anyone other than family, visitors and friends to park at the Property or in any shared car-parking space.
- 12.2.43 The Tenant must not carry out, or allow others to carry out, any major vehicle repairs at the Property or in any shared parking area, or any repairs that cause a nuisance or obstruction to any other people in any part of the local area. In particular the Tenant should not; rev any vehicle engine; use noisy machinery or tools; carry out any welding; allow the vehicle to produce poisonous fumes from the exhaust; use spray paint other than for minor repairs; allow any vehicle to drip oil, petrol and so on at the Property, in any garden or in any part of the local area; leave car parts, including car engines, exhausts, wheels and tyres, at the Property, in any garden or in any part of the local area or carry out minor repairs in such a way as to block the road, emergency access or pathways.
- 12.2.44 The Tenant must not receive payment for repairing any vehicles at the Property or in the local area. If the Landlord suspects that the Tenant is being paid for repairing a vehicle or vehicles, the Landlord may ask the Tenant to prove ownership of the vehicle.

13. Landlord's covenants

- 13.1 The Landlord shall ensure that the Property is insured (either by the Landlord or an appropriate third party) to its full value against loss or damage by the Insured Risks. Any such insurance does not cover the Tenant's possessions, or any damage that is caused by the actions, negligence or default of the Tenant. The Tenant is advised to insure his own possessions with a reputable insurer.
- 13.2 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord apart from in accordance with the provisions of this Tenancy Agreement.
- 13.3 The Landlord shall provide information to and consult with the Tenant on matters of housing management policy or procedure which materially affect the Tenant's occupation of the Property.
- 13.4 In accordance with section 11 of the LTA 1985, the Landlord shall:
 - 13.4.1 keep in repair the structure and exterior of the Property (including drains, external pipes, gutters, roof, chimney and external windows);
 - 13.4.2 keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - 13.4.3 keep in repair and proper working order the installations in the Property for space heating and heating water.
- 13.5 The Landlord will take reasonable care to keep the shared entrances, halls, stairways, lifts, passageways, rubbish chutes and any other shared areas, in reasonable condition and fit for use by the Tenant and other occupiers of and visitors to the Property.
- 13.6 The Landlord shall not be required to:
 - 13.6.1 carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
 - 13.6.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

14. Breach by the Tenant

- 14.1 The Landlord may end the Tenancy and recover possession of the Property in the following circumstances (this list is not exhaustive):
- 14.1.1 the Tenant fails to occupy the Property as their only or main home;
 - 14.1.2 non-payment or persistent delayed payment of rent;
 - 14.1.3 the Tenant is declared bankrupt under the Insolvency Act 1986;
 - 14.1.4 the Tenant has breached any of the terms of this agreement; or
 - 14.1.5 any of the Grounds set out in Schedule 2 of the HA 1988 apply.
- 14.1.6 This clause 14.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession and giving notice in writing to the Tenant that it will apply to Court for a possession order.
- 14.2 If the Landlord recovers possession of the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.
- 14.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any costs (including legal costs) incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

15. Access

- 15.1 The Landlord, or any person acting on behalf of the Landlord, may enter the Property on giving at least 24 hours' prior notice in writing to the Tenant, and the Tenant must allow the Landlord or any person acting on its behalf access to the Property:
- 15.1.1 to provide care and support services to the Tenant;
 - 15.1.2 to inspect the condition and state of repair of the Property;
 - 15.1.3 to carry out the Landlord's obligations under this agreement;
 - 15.1.4 to carry out repairs or alterations to the next door premises;
 - 15.1.5 to take gas, electricity or water meter readings; and

- 15.1.6 to show prospective tenants or purchasers around the Property. The Tenant must allow possible tenants into the Property at all reasonable hours in the last month of the Tenancy (the Landlord will normally give the Tenant at least 24 hours' notice of possible tenants wanting to view the Property).
- 15.2 If the Tenant denies access, the Landlord may take legal action against the Tenant, to gain access or for a possession order. The Tenant may be ordered to pay any legal costs involved.
- 15.3 The Landlord has the right to retain a set of keys to the Property, which shall only be used with the prior consent of the Tenant, except in an emergency.

16. Expiry of the Tenancy

- 16.1 If the Landlord allows the Tenant to remain in the Property after the Term has expired then the Tenancy shall continue as a contractual periodic tenancy on a weekly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least four weeks' notice in writing. The notice must end on the day before the rent is due.
- 16.2 The Landlord has the right to recover possession of the Property if:
 - 16.2.1 the Term has expired;
 - 16.2.2 the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - 16.2.3 at least six months have passed since the date of this agreement
- 16.3 At the end of the Tenancy, however it is ended, the Tenant shall return the Property and the Contents to the Landlord in the repair and condition required by this Tenancy Agreement and the Landlord may recover from the Tenant any costs it incurs as a result of the Tenant's failure to observe this clause.
- 16.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 16.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be

liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

- 16.6 The Tenant shall return the keys to the Landlord by 12 noon on the expiry of the tenancy. If the Tenant does not return the keys, the Tenant will be charged for the cost of changing the locks on the Property.

17. Notices

- 17.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

- 17.1.1 sent by first class post to the Landlord's address given in clause 17.4; or
17.1.2 left at the Landlord's address given in clause 17.4; or

- 17.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

- 17.2.1 sent by first class post to the Property; or
17.2.2 left at the Property; or

- 17.3 If a notice is given in accordance with clause 17.1 or clause 17.2 it shall be deemed to have been received:

- 17.3.1 if delivered by hand, at the time the notice is left at the proper address; or
17.3.2 if sent by first-class post, on the second Working Day after posting; or

- 17.4 The Landlord's address for service is 106 Heworth Green, York, England YO31 7TQ.

18. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of Inclusion Housing
Community Interest Company
Signed by [NAME OF TENANT]

Part 2: Assured Shorthold Tenancy (Room Only)

Dated **20**

Inclusion Housing Community Interest Company

and

[The Tenant]

Assured Shorthold Tenancy Agreement

Relating To

[Room [], Property Address]

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This Agreement is dated 201

Between

- (1) Inclusion Housing Community Interest Company of 106 Heworth Green, York, England YO31 7TQ. CRN 06169583 (Landlord / We / Us).
- (2) [NAME] of [ADDRESS] (Tenant / You).

NOW IT IS HEREBY AGREED as follows:-

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Contents"	the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.
"First Rent Payment Date"	[DATE].
"HA 1988"	Housing Act 1988 (as amended).
"HA 2004"	Housing Act 2004 (as amended).
"Ineligible Charge"	£[] per week.
"Insured Risks"	means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.
"Inventory and Schedule of Condition"	the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.
"LTA 1985"	Landlord and Tenant Act 1985 (as amended).
"Net Rent"	£[] per week.
"Property"	[ADDRESS] which includes the Room.
"Rent"	The total sum of the Net Rent, Service Charge and Ineligible Charge, per week.
"Rent Payment Dates"	Monday of each week.
"Room"	Room [] in the Property.

"Services"	The services listed at Appendix 1 to this Tenancy Agreement to be performed by the Landlord.
"Service Charge"	£[] per week payable by the Tenant in relation to the Landlord's performance of the Services.
"Tenancy Start Date"	[DATE].
"Term"	A fixed term of 6 months from and including the Tenancy Start Date.
"Water Rate"	£[] per week if applicable and if water rates are not otherwise payable by the Tenant in accordance with clause 10 of this Tenancy Agreement.
"Working Day"	A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to an agreement is a reference to this agreement.
- 1.8 Any reference to Tenancy refers to the tenancy created under this agreement.
- 1.9 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of this agreement.

- 1.12 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.13 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.14 The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. Grant of the Tenancy

- 2.1 The Landlord lets the Room to the Tenant from the Tenancy Start Date.
- 2.2 This Tenancy Agreement creates a weekly assured shorthold tenancy under Part I, Chapter II of the HA 1988.

3. Contents

- 3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.
- 3.2 The Tenant is responsible for taking out suitable insurance for accidental or other damage to the personal contents and internal decorations. The Landlord is not responsible for any losses or damages suffered by the Tenant.
- 3.3 The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the costs incurred by the Landlord as a result.

4. Rent

- 4.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates.
- 4.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.
- 4.3 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory

provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Room.

- 4.4 If the Room or the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Room or the Property is fit for occupation and use
- 4.5 The Landlord may increase the Net Rent. The first increase in the Net Rent will happen in the first April after the start of the tenancy when the Landlord may increase the Net Rent by an amount considered to be reasonable by the Landlord and in accordance with any applicable regulatory guidance.
- 4.6 Following the first increase in the Net Rent, the Landlord may increase the Net Rent in the future. Increases will normally take place every April.
- 4.7 The Landlord can increase the Net Rent by giving the Tenant at least one month's notice of the increase and the date on which the Landlord will make the change. The Landlord shall not increase the Net Rent earlier than 52 weeks from the date of the last increase.

5. Services, Service Charge, Water Rate and Ineligible Charge

- 5.1 The Landlord may at its absolute discretion withdraw, vary or add to any of the Services.
- 5.2 The Landlord may review and determine the Service Charge in advance in April of each year. However, the Landlord reserves the right to vary the Service Charge at any time, particularly in the event of unforeseen expenditure having been incurred by the Landlord in the provision of the Services.
- 5.3 The Landlord may review the Water Rate and Ineligible Charge and reserves the right to vary those charges.

6. Use of the Property and the Room

- 6.1 The Tenant shall occupy the Room as their only or main home. The Tenant must notify the Landlord in advance if the Tenant will be absent from the Room for a period of more than 4 weeks, provide a contact address and telephone number and inform the Landlord when the Tenant will return to the Room.
- 6.2 The Tenant shall only use the Room as a private dwelling, for the use of the Tenant only.

- 6.3 The Tenant has the right to use, in common with other occupants in the Property, those areas and facilities that are part of the Property but which do not form part of the Room. This includes (where applicable) the entrance hall, living room, kitchen, bathroom and WC. The Tenant has no right of exclusive possession in relation to any shared areas in the Property.
- 6.4 The Tenant shall not use the Property for the purposes of conducting a business.
- 6.5 The Tenant may not keep any animals in or at the Property without the written permission of the Landlord, which may be subject to conditions. If the Landlord gives the Tenant permission to keep animals at the Property, the Tenant must ensure that those animals do not cause nuisance, annoyance or damage.
- 6.6 The Tenant shall not do anything to or on the Property (or on other land or property owned by the Landlord) that:
 - 6.6.1 causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
 - 6.6.2 involves using the Property for immoral or illegal purposes; or
 - 6.6.3 has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 13.1. The Landlord will provide the Tenant with a summary of the relevant insurance requirements.
- 6.7 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

7. Tenant's Rights

- 7.1 The Tenant has the right to consultation before the Landlord may make any changes in housing management, maintenance, care and support practice or policy that are likely to effect the Tenant.
- 7.2 The Tenant has the right to inspect any personal information about themselves held by the Landlord and to correct any inaccurate information. The Landlord will comply with the provisions of the Data Protection Act 2018 as amended from time to time. The Landlord will process personal data that it holds about the Tenant in accordance with its prevailing Privacy Notice.
- 7.3 The Landlord has an established complaints procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy Agreement. The

procedure shall operate in accordance with the requirements of the Homes & Communities Agency as laid down from time to time. The Landlord shall provide details of the procedure at the beginning of the Tenancy and inform the Tenant of any changes.

- 7.4 If the complaint has been dealt with by the Landlord and the Tenant is still dissatisfied after the complaints procedure has been exhausted, the Tenant has the right to refer the matter to the Independent Housing Ombudsman.

7.5 The Independent Housing Ombudsman Service

Norman House

105-109 The Strand

LONDON WC2R 0AA

8. Assignment or subletting

- 8.1 The Tenant shall take possession of the Room on the Tenancy Start Date and shall not assign, sublet, part with or share possession of the whole or any part of the Room, except whereas pursuant to an Order made by the Court under the Matrimonial Causes Act 1973 or the Family Law Act 1996.

9. Care and Support Services

- 9.1 The provision of care and support services is integral to the Tenant's occupation of the Room. In that case, the Tenant must engage with those service providers and follow any care and support plan that is implemented on their behalf. Any failure to co-operate with a care and support plan, or engage with care and support providers, in these circumstances shall permit the Landlord to end the Tenancy in accordance with this Tenancy Agreement.

10. Repairs and alterations

- 10.1 The Tenant shall keep the interior of the Room clean, tidy and in good repair and condition (except for fair wear and tear and subject to the Landlord's repairing obligations under this Tenancy Agreement). The Tenant shall be responsible for carrying out minor works, which include but are not limited to:

- 10.1.1 Replacing lightbulbs; and

- 10.1.2 Decorating internal parts of the Room as often as is necessary to keep them in good decorative order.
- 10.2 The Tenant must keep the interior of the Property clean and tidy. The Tenant must not store their belongings in any shared areas in the Property or allow these areas to become cluttered.
- 10.3 The Tenant must promptly report to the Landlord any repairs which are required and that fall within the Landlord's repairing obligations pursuant to this Tenancy Agreement.
- 10.4 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.
- 10.5 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 10.6 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, his family or visitors cause the breakage.
- 10.7 The Tenant shall not cause any blockage to the sinks, drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 13.4.
- 10.8 If the Tenant fails to carry out any repairs which are the Tenant's responsibility, or if the Tenant (or a member of their household or a visitor to the Property) caused damage to the Property, the Landlord may carry any necessary repairs and charge the Tenant for it. Failure to pay, may involve the Landlord taking legal action against the Tenant.
- 10.9 The Tenant shall take all reasonable precautions needed to prevent fire, flood, theft, loss or damage to the Property.
- 10.10 The Tenant shall not remove or make any alterations or adaptations to, and the Tenant shall take reasonable care of, the Premises, fixtures, fittings, furniture or equipment provided by the Landlord.
- 10.11 The Tenant may be required to pay an additional charge to cover the cost of repairing or replacing anything damaged, removed or altered in breach of this clause 10.

11. Utilities and outgoings

- 11.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property.
- 11.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 11.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 11.4 The Tenant shall pay for a television licence for the Property if a licence is required.
- 11.5 The Tenant shall pay the Council tax for the Property.
- 11.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

12. Tenant Community Responsibilities

- 12.1 The Tenant should follow the tenancy conditions. The Tenant should be considerate to others and the lifestyles others choose. The following responsibilities apply to the Tenant and their visitors to the Property.
- 12.2 The Tenant is responsible for good behaviour and anyone visiting or staying with them at the Property, including children. The Tenant is responsible for their behaviour at the Property and in the local area or on any premises or estate belonging to the Landlord. The Tenant agrees to the following conditions:
 - 12.2.1 The Tenant will not cause or allow others to do anything that causes or may become, a nuisance, annoyance or disturbance to others, whether they are people living in the area or visiting the area, or to the Landlord's employees or contractors. Such nuisance, annoyance or disturbance may include; loud music, offensive language, noise from DIY, a dog barking and offensive drunkenness; playing ball games close to other vehicles which may cause damage to property, trees, shrubs or other plants; using bicycles, roller skates, scooters or skateboards in a way that annoys or disturbs others; breaking into another person's home or vehicle; damaging or threatening to damage another persons' home or belongings.

- 12.2.2 The Tenant will not permit any radio receiver or transmitter, television, musical instrument or any other electronic equipment to be played or used in such a manner as to cause a nuisance or annoyance to neighbours at any time or so as to be audible outside the Property between the hours of 11.00p.m. and 7.30a.m.
- 12.2.3 The Tenant will not damage or put graffiti on, or allow this to be done to, any property in the local area or threaten to do so. The Landlord may charge the Tenant for any costs incurred in repairing the damage.
- 12.2.4 The Tenant must not dump rubbish or cause litter or allow others to dump rubbish or cause litter in any shared area. The Tenant must treat the local area with care and must dispose of rubbish using proper dustbins or refuse receptacles.
- 12.2.5 The Tenant must not interfere with any security or safety equipment in the area, or allow others to interfere with them. This includes any shared doors which must not be jammed open.
- 12.2.6 The Tenant must not interfere with any installations for supplying any services to the Property or to any properties within the local area. The Tenant must not allow others to interfere with them. This includes supplies for gas, electricity, water and phones
- 12.2.7 The Tenant must not be violent towards others. The Tenant must not make threats or behave in an abusive way towards others, or allow others to behave like this. The Tenant must not act in any way which causes or is likely to cause any person distress or alarm, or which causes them to fear for their safety.
- 12.2.8 The Tenant must not allow any weapons to be kept at the Property, whether legal or not. This includes all weapons that are classified as offensive weapons, firearms, knives and machetes, but may also include other weapons or any items which appear to be weapons of this type. The Tenant must not allow people to use weapons at the Property or in the local area. This includes using them in any threatening or aggressive way. The Tenant should not use any item that would not usually be considered to be a weapon in any way that makes it a weapon.
- 12.2.9 The Tenant must not rev car engines or sound any horns outside acceptable hours. The Tenant must not bang doors.

- 12.2.10 The Tenant must not drink alcohol in any shared areas.
- 12.2.11 The local area includes any place where people living locally share facilities for things such as shopping, schools and leisure.
- 12.2.12 The Landlord may take legal action against the Tenant if they behave anti-socially or are convicted of a crime committed at the Property or in the local area. Legal action could lead to; the Tenant's eviction; an injunction taken against them; a demotion order made against them; a Criminal Behaviour Order made against them or having an individual Support Order made against them.
- 12.2.13 The Landlord may ask the Tenant to sign up to an Acceptable Behaviour Contract or Parenting Contract. This is an agreed code of behaviour between the Landlord, the police and the Tenant. If the Tenant breaks an Acceptable Behaviour Contract, this could lead to a Criminal Behaviour Order, Parenting Order, Individual Support Order or injunction being made against the Tenant.
- 12.2.14 If the Tenant makes a complaint about nuisance or antisocial behaviour, the Tenant must be willing to give evidence if needed. If the Tenant cannot or will not do this, the Landlord may not be able to take any action.
- 12.2.15 The Tenant must not make false or malicious complaints about the behaviour of any other person.
- 12.2.16 The Tenant must not unreasonably withhold information from the police about any burglary or damage caused by a criminal act in the Property.
- 12.2.17 The Tenant or anybody living with the Tenant or visiting the Tenant, must not harass (or threaten to harass), interfere with the peace and comfort of, or cause offence to anybody else in the local area, including; the Tenants neighbours, members of the household or anybody else in the locality; any other tenants or leaseholders; any employees or any contractor or agent working for the Landlord because of; race, colour, nationality, ethnic or national origin; religion or beliefs; culture; age or sex or because they are gay or lesbian; any disability; HIV status; appearance; lifestyle; marriage status; caring responsibilities; being out of work or any other reason.
- 12.2.18 Harassing behaviour can include; racist behaviour, language or graffiti; acts or threats of discrimination, harassment, nuisance or annoyance;

harassing, threatening or using emotional abuse to make anyone who lives with the Tenant leave the home; writing or displaying graffiti or literature, pictures or objects which are threatening, abusive, racist or insulting on the Property, or on any property in the local area, including property not owned by the Landlord and sending literature which is threatening, abusive, racist or insulting to any other person.

- 12.2.19 The Tenant must make sure that they and anybody living or visiting them are treated with courtesy and respect. The Tenant must never physically or verbally abuse, threaten or harass or allow others to do this. This includes; physical abuse; actual or threatened assault; violent acts or aggression; verbal abuse or threats; any act that is unreasonable or unlawful, or which is intended or likely to alarm, distress, intimate or harass anyone and attempts at blackmail, corruption or bribery.
- 12.2.20 The Tenant must not allow or commit acts of domestic violence at the Property. This includes forcing, or threatening to force, another person who had the right to live in the Property to leave, or refusing them access. The Tenant must not harass or use mental, sexual, emotional or other abuse, or undue pressure, to make anyone who lives with the Tenant to leave the Property. The Tenant or any other individual must give up this tenancy or leave the Room and the Property if a court order has been made against the Tenant as a result of violence.
- 12.2.21 The Tenant must not use the Property or any part of the local area for any criminal, illegal or immoral activity, including storing and handling stolen goods, or prostitution.
- 12.2.22 The Tenant must not use or allow the illegal use of drugs at the Property or in the locality in relation to controlled drugs or other substances covered by the Misuse of Drugs Act 1971 (or any other relevant Act or regulations). In particular, the Tenant must not; possess any of these drugs; grow or prepare (or both) any of these drugs; supply any of these drugs to another person; offer to supply any of these drugs to another person; possess any of these drugs with the intention of supplying them to another person; alter the Property so it can be used for supplying drugs to other people or allow others to use the Property for drugs. If, the Landlord after investigating these facts decides the Tenant has broken this condition of the tenancy, the Landlord will consider applying to the county court for the Tenant's eviction.

- 12.2.23 The Tenant must not use the Property for any purpose which may cause danger to any person. The Tenant must not allow others to use the Property for any purpose which may cause a danger to any other person.
- 12.2.24 The Tenant must not store any articles, liquid or gas at the Property, which in the Landlord's opinion, greatly increases the chance of fire or explosion at the Property or any nearby garage.
- 12.2.25 The Tenant must not store any paraffin, liquid propane gas (for example Calor gas) or any other mobile gas heaters at the Property.
- 12.2.26 The Tenant must not store any vehicle which is powered by petrol, diesel or paraffin in the Property, except lawnmowers and strimmers. These vehicles must be stored in a garage or parking area only.
- 12.2.27 The Tenant must not empty or fill the tanks of any vehicle or equipment which is powered by petrol, diesel or paraffin in the Property or in any shared area such as hallways.
- 12.2.28 The Tenant must not leave used syringes or needles in area where other people may come into contact with them. The Tenant should get rid of used syringes or needles safely.
- 12.2.29 The Tenant must not light any fires at the Property, in any garden area or in any shared area.
- 12.2.30 The Tenant is not allowed to keep any livestock at the Property including horses, donkeys, goats, pigs, cattle, chickens, ducks and geese.
- 12.2.31 The Tenant must not commercially breed any animals or birds at the Property.
- 12.2.32 The Tenant should not feed any vermin, including pigeons and squirrels, outside the Property.
- 12.2.33 The Tenant must not park any vehicle, boat, caravan or trailer, or allow others to park them, within the boundaries of the Property unless there is a garage or proper hardstanding, together with a dropped kerb within the boundaries of the Property.
- 12.2.34 The Tenant must not park any vehicle, caravan, trailer or boat outside the boundaries of the Property and on land that is owned by the Landlord

without the Landlord's prior written consent. The Landlord may attach conditions to any consent that may be given.

- 12.2.35 The Tenant must not drive any vehicle over or park it on any shared area, footpath, verge or playground in the local area.
- 12.2.36 The Tenant may park a vehicle in a shared car-parking space provided for tenants to use it if weighs less than 3.5 tonnes. The Tenant may not park any caravan, motor home or boat in a shared parking space.
- 12.2.37 The Tenant must not park any vehicle, or allow others to park any vehicle, in such a way that it causes an inconvenience to others, such as by blocking driveways or garages, or by double parking, or which causes an obstruction to the emergency services or other drivers.
- 12.2.38 The Tenant must not park any vehicle that is illegal or unroadworthy at or near the Property, or in the local area.
- 12.2.39 The Tenant must not park or leave, or allow others to park, any vehicle that appears to be abandoned, is untaxed or has an invalid road-tax licence.
- 12.2.40 The Tenant must not park, or allow anyone to park, in any spaces that are for disabled people to use, unless the Tenant or they are registered disabled or are displaying the appropriate permit (or both).
- 12.2.41 The Tenant must not sell, rent, swap or give away a parking space or garage.
- 12.2.42 The Tenant must not allow anyone other than family, visitors and friends to park at the Property or in any shared car-parking space.
- 12.2.43 The Tenant must not carry out, or allow others to carry out, any major vehicle repairs at the Property or in any shared parking area, or any repairs that cause a nuisance or obstruction to any other people in any part of the local area. In particular the Tenant should not; rev any vehicle engine; use noisy machinery or tools; carry out any welding; allow the vehicle to produce poisonous fumes from the exhaust; use spray paint other than for minor repairs; allow any vehicle to drip oil, petrol and so on at the Property, in any garden or in any part of the local area; leave car parts, including car engines, exhausts, wheels and tyres, at the Property,

in any garden or in any part of the local area or carry out minor repairs in such a way as to block the road, emergency access or pathways.

- 12.2.44 The Tenant must not receive payment for repairing any vehicles at the Property or in the local area. If the Landlord suspects that the Tenant is being paid for repairing a vehicle or vehicles, the Landlord may ask the Tenant to prove ownership of the vehicle.

13. Landlord's covenants

- 13.1 The Landlord shall ensure that the Property is insured (either by the Landlord or an appropriate third party) to its full value against loss or damage by the Insured Risks. Any such insurance does not cover the Tenant's possessions, or any damage that is caused by the actions, negligence or default of the Tenant. The Tenant is advised to insure his own possessions with a reputable insurer.
- 13.2 The Landlord shall allow the Tenant quiet enjoyment of the Room without any interruption by the Landlord apart from in accordance with the provisions of this Tenancy Agreement.
- 13.3 The Landlord shall provide information to and consult with the Tenant on matters of housing management policy or procedure which materially affect the Tenant's occupation of the Room.
- 13.4 In accordance with section 11 of the LTA 1985, the Landlord shall:
- 13.4.1 keep in repair the structure and exterior of the Property (including drains, external pipes, gutters, roof, chimney and external windows);
 - 13.4.2 keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - 13.4.3 keep in repair and proper working order the installations in the Property for space heating and heating water.
- 13.5 The Landlord will take reasonable care to keep the shared entrances, halls, stairways, lifts, passageways, rubbish chutes and any other shared areas, in reasonable condition and fit for use by the Tenant and other occupiers of and visitors to the Property.

- 13.6 The Landlord shall not be required to:
 - 13.6.1 carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
 - 13.6.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

14. Breach by the Tenant

- 14.1 The Landlord may end the Tenancy and recover possession of the Room in the following circumstances (this list is not exhaustive):
 - 14.1.1 the Tenant fails to occupy the Room as their only or main home;
 - 14.1.2 non-payment or persistent delayed payment of rent;
 - 14.1.3 the Tenant is declared bankrupt under the Insolvency Act 1986;
 - 14.1.4 the Tenant has breached any of the terms of this agreement; or
 - 14.1.5 any of the Grounds set out in Schedule 2 of the HA 1988 apply.
- 14.1.6 This clause 14.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession and giving notice in writing to the Tenant that it will apply to Court for a possession order.
- 14.2 If the Landlord recovers possession of the Room pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.
- 14.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any costs (including legal costs) incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

15. Access

- 15.1 The Landlord, or any person acting on behalf of the Landlord, may enter the Room and the Property generally on giving at least 24 hours' prior notice in writing to the Tenant, and the Tenant must allow the Landlord or any person acting on its behalf access to the Room and the Property:

- 15.1.1 to provide care and support services to the Tenant;
 - 15.1.2 to inspect the condition and state of repair of the Property;
 - 15.1.3 to carry out the Landlord's obligations under this agreement;
 - 15.1.4 to carry out repairs or alterations to the next door premises;
 - 15.1.5 to take gas, electricity or water meter readings; and
 - 15.1.6 to show prospective tenants or purchasers around the Property. The Tenant must allow possible tenants into the Property at all reasonable hours in the last month of the Tenancy (the Landlord will normally give the Tenant at least 24 hours' notice of possible tenants wanting to view the Property).
- 15.2 If the Tenant denies access, the Landlord may take legal action against the Tenant, to gain access or for a possession order. The Tenant may be ordered to pay any legal costs involved.
- 15.3 The Landlord has the right to retain a set of keys to the Property and the Room, which shall only be used with the prior consent of the Tenant, except in an emergency.

16. Expiry of the Tenancy

- 16.1 If the Landlord allows the Tenant to remain in the Room after the Term has expired then the Tenancy shall continue as a contractual periodic tenancy on a weekly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least four weeks' notice in writing. The notice must end on the day before the rent is due.
- 16.2 The Landlord has the right to recover possession of the Room if:
 - 16.2.1 the Term has expired;
 - 16.2.2 the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Room; and
 - 16.2.3 at least six months have passed since the date of this agreement
- 16.3 At the end of the Tenancy, however it is ended, the Tenant shall return the Room and the Contents to the Landlord in the repair and condition required by this Tenancy Agreement and the Landlord may recover from the Tenant any costs it incurs as a result of the Tenant's failure to observe this clause.

- 16.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 16.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.
- 16.6 The Tenant shall return the keys to the Landlord by 12 noon on the expiry of the tenancy. If the Tenant does not return the keys, the Tenant will be charged for the cost of changing the locks on the Property and the Room.

17. Notices

- 17.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
 - 17.1.1 sent by first class post to the Landlord's address given in clause 17.4;
 - 17.1.2 left at the Landlord's address given in clause 17.4; or
- 17.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
 - 17.2.1 sent by first class post to the Property;
 - 17.2.2 left at the Room or the Property; or
- 17.3 If a notice is given in accordance with clause 17.1 or clause 17.2 it shall be deemed to have been received:
 - 17.3.1 if delivered by hand, at the time the notice is left at the proper address;
 - 17.3.2 if sent by first-class post, on the second Working Day after posting; or
- 17.4 The Landlord's address for service is 106 Heworth Green, York, England YO31 7TQ.

18. Governing law

- 18.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of Inclusion Housing
Community Interest Company

Signed by [NAME OF TENANT]

Part 3: Licence Agreement

Dated **20**

Inclusion Housing Community Interest Company

and

[NAME]

LICENCE AGREEMENT

Relating to [Insert property address]

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This Licence Agreement ("the Licence")

Between

(1) **Inclusion Housing Community Interest Company** (referred to hereafter as "the Licensor" or "we" or "us") of 106 Heworth Green, Heworth, York YO31 7TQ (CRN 09443919).

(2) **Name and address of Licensee**

[NAME and ADDRESS]

(referred to hereafter as "the Licensee" or "you").

(a) "The Premises" to be occupied by the Licensee is defined as

[Insert address details for the building]

Which includes *[describe – living room, bathroom, kitchen, etc.]*.

(However we may later require you to move to another property as may be required for our own property management purposes and in our absolute discretion).

(b) Furniture and Fittings

The Premises are furnished in accordance with the inventory attached as a Schedule 1 of this Agreement.

(c) Aims of the Licensor

The Licence is provided in accordance with the aims of the Licensor which are to provide housing for vulnerable adults.

(d) Purpose of the Licence

This Licence has been granted so that:

(i) The Licensor can provide you with short term, temporary accommodation in an effort (together with independent support provided by your support provider) to help you develop the skills that are needed to maintain a stable living arrangement and so you may move on to more long term secure accommodation; and

(ii) You can demonstrate your ability to comply with the terms of this Licence and particularly in relation to your behaviour. It is essential that the health and safety of all of the Licensor's residents, staff, agents and contractors are protected at all times, that there is no disruptive behaviour and these principles are central to your occupation.

(e) The Licensee is in receipt of a programme of support as at the date of this Licence. The Licensee may change their support provider but the Licensee must at all times throughout the duration of this Licence be in receipt of a programme of support.

(f) The Licensee's receipt of, and engagement with, support services is an integral condition of this Licence agreement.

(g) The Licensee agrees that any failure to engage with their support provider or accept services in accordance with the terms of any care and support agreement will lead to the Licensor terminating this licence agreement.

(h) If funding for support or the accommodation is removed, or reduced, the Licensor may be unable to continue providing accommodation and the Licensor may have to take steps to end this licence agreement.

1. GENERAL TERMS

It is agreed as follows:

1.1 Payments for the Premises (the "occupation charge")

- 1.1.1 The total occupation charge for the Premises at the start of the Licence shall be £xx.xx (the total of 1.1.2, 1.1.3 and 1.1.4 below).
- 1.1.2 The net weekly occupation charge for the Premises at the start of the Licence shall be £xx.xx
- 1.1.3 The weekly eligible service charge at the start of the agreement shall be £xx.xx
- 1.1.4 An ineligible service charge of £xx.xx is due weekly from the Licensee. This is a personal contribution to account for any services ineligible for Housing Benefit within the occupation charge.

The occupation charge is payable by the Licensee to the Licensor in advance on Monday of each week.

1.2 Services

The Licensor shall provide the services as set out in the attached Schedule 2 of the Licence for which the Licensee shall pay the service charge set out at clause 1.1.3 above.

The Licensor may, after consulting the residents affected, increase, add to, remove, reduce, or vary the services provided

1.3 Changes in the occupation charge and service charge

The Licensor may increase or decrease the charge by giving the Licensee at least four weeks' notice in writing, informing the Licensee of the amount of the new charge and the date on which the Licensee must begin to pay that amount.

1.4 Altering the agreement

With the exception of any changes in the occupation charge or service charges, the Licence may only be changed if the Licensor and the Licensee agree in writing.

2. THE LICENSOR'S OBLIGATIONS

2.1 Licensee's right to occupancy

The Licensor agrees:

- 2.1.1 Not to interrupt or interfere with the use of the Premises except where:

- 2.1.2 access is required subject to reasonable notice, to inspect the condition of the Premises or to carry out repairs or other works to the Premises, any communal areas or adjoining property;
- 2.1.3 the Lessor requires access to provide any of the care or support services or the services listed in the Schedule(s) of this agreement;
- 2.1.4 there is evidence that the Licensee has abandoned the Premises;
- 2.1.5 there are grounds for concern or access is needed to check on the safety and welfare of the Licensee or at regular intervals;
- 2.1.6 access is required in order to investigate complaints and/or alleged breaches of this agreement, including but not limited to anti-social behaviour;
- 2.1.7 access is needed for cleaning, repair or maintenance purposes;
- 2.1.8 the Licence is brought to an end under the terms of this agreement; or
- 2.1.9 There is a need to move the Licensee to an alternative property, in accordance with the provisions of this agreement and the needs of the Lessor.

2.2 Exclusive possession

Nothing in this Licence shall be construed or interpreted as affording the Licensee any right of exclusive possession in respect of the Premises.

2.3 Services Charges

To pay the respective local authority and water company any amounts due to them and collected from the Licensee by way of the service charge.

2.4 Repair of structure and exterior

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

2.5 Repair of installations

To keep in good repair and proper working order any installation provided by the Lessor for space heating, water heating and sanitation and for the supply of water, gas and electricity including:

- 2.5.1 basins, sinks, baths, toilets, flushing systems, waste pipes;
- 2.5.2 electric wiring (including sockets and switches), gas, water pipes;
- 2.5.3 water heaters, fireplaces, fitted fires, central heating installations

2.6 Repair of common parts

To take reasonable care to keep the Premises, common entrances, halls, stairways, lifts, passageways, rubbish chutes, entry systems, emergency call systems and lighting in reasonable repair and fit for use by the Licensee and visitors to the Premises.

2.7 Repair of Furniture and Fittings

To keep in good repair all internal and external fixtures and fittings, furniture, cooking and washing appliances provided by the Lessor.

The Lessor is not responsible for any repairs or maintenance which are required because the Licensee, a relative of the Licensee or anyone who has the Licensee's permission to be on the Premises has caused the damage, neglected the Premises or broken the terms of the Licence.

2.8 Internal and external decorations

To keep the interior and exterior of the Premises in a reasonable state of decoration.

2.9 Service of documents

The Lessor may validly serve upon the Licensee any document or notice pursuant to the Licence by leaving any such documents at the Premises or by posting any such documents to the Premises by ordinary first class post.

2.10 Housing Management

To provide the Licensee with information on housing management policies as required by the guidance issued by the Homes & Communities Agency ("the HCA") or such other Regulator that might undertake the HCA regulatory function.

2.11 Support Services

To ensure the Licensee is provided with support services, or ensure the provision of support services by any other relevant support agency.

3. THE LICENSEE'S OBLIGATIONS

The Licensee agrees:

3.1 Possession

To move into the Premises upon the commencement of the Licence and to move into another property if the Lessor requires the Licensee to do so for its management reasons.

3.2 Occupation Charge

To pay to the Lessor the occupation charge weekly in advance on a Monday.

3.3 Use of the Premises

To use the Premises as the Licensee's only principal home and not to operate any business from the Premises.

3.4 Shared Use of the Premises

The Licensee must share the use of any communal facilities and any other shared areas comprising or used for the benefit of the Premises

3.5 Security and theft

3.5.1 The Licensee is responsible for ensuring the security of the Premises and the Lessor accepts no liability or responsibility for the loss or theft of any items belonging to the Licensee from the Premises.

3.5.2 Not to remove from the Premises any item(s) belonging to the Lessor or for which the Lessor is responsible.

3.6 Nuisance

Not to do anything which is, or is likely to cause, or to allow members of your household or visitors to do anything which is or is likely to cause a nuisance or annoyance to:

3.6.1 any persons in the locality of the Premises;

3.6.2 any person living in or visiting property owned or managed by us; or

3.6.3 any employees, contractors or agents of the Lessor.

3.7 Violence

Not to commit or threaten to allow members of your household or invited visitors to commit or threaten any form of violence, verbal or physical, or any form of harassment to:

3.7.1 any other resident of the Premises, including any member of his/her household or their visitors to the Premises;

3.7.2 any persons in the locality of the Premises;

3.7.3 any person living in or visiting property owned or managed by us; or

3.7.4 any employees, contractors or agents of the Lessor.

3.8 Harassment

Not to commit, or allow visitors to commit, any harassment or threat of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability, or any other grounds that may interfere with the peace and comfort of, or cause offence to:

- 3.8.1 any other resident of the Premises, including any member of his/her household or their visitors;
- 3.8.2 any persons in the locality of the Premises;
- 3.8.3 any person living in or visiting property owned or managed by us; or
- 3.8.4 any employees, contractors or agents of the Licenser.

3.9 Illegal or immoral use

Not to use, or allow members of his or her household or visitors to use, the Premises for illegal or immoral purposes. For the avoidance of doubt, this includes the possession, distribution and use of any illegal drugs (being a "controlled drug") for the purposes of the Misuse of Drugs Act 1971 at the Premises.

3.10 Noise

Neither to play, nor allow to be played, any item emitting sound for example a radio, television, record, tape recording or musical instrument, so loudly that it is capable of causing a nuisance, or can be heard outside the Premises.

3.11 Pets

You agree not to bring any pets or other animals into the Premises without the prior written permission of the Licenser.

3.12 Care of the Premises

To keep the Premises reasonably clean and tidy.

3.13 Adaptations and alterations

Not to remove or make any alterations or adaptations to, and to take reasonable care of, the Premises, fixtures, fittings, furniture or equipment provided by the Licenser.

The Licensee may be required to pay an additional charge to cover the cost of repairing or replacing anything damaged, removed or altered in breach of this clause.

3.14 Damage

Not to cause or allow members of your household or visitors to cause damage to the Premises or to the Licensor's fixtures, fittings or furniture.

The Licensee may be required to pay an additional charge to cover the cost of repairing or replacing anything damaged, removed or altered in breach of this clause.

3.15 Reporting disrepair

To report to the Licensor promptly any disrepair or defect for which the Licensor is responsible in the Premises or common parts or to any installation, furniture, fixture or fittings of the Licensor.

3.16 Access

To allow the Licensor's agents, employees and contractors access to the Premises at all reasonable hours:

- 3.16.1 to inspect the Premises and carry out any repairs, or other works to the Premises or any other property in the locality owned or managed by the Licensor;
- 3.16.2 to investigate a breach of the Licence;
- 3.16.3 to inspect or carry out repairs to the Premises, the communal facilities and any other shared areas; and
- 3.16.4 for the purpose of providing the support services.

The Licensor shall normally provide to the Licensee at least 24 hours' notice that it requires access to the Premises. However, the Licensor may require immediate access to the Premises. Nothing in this clause shall affect the Licensor's right to enter the Premises for the reasons as set out in clause 2.1.1 above.

3.17 Visitors

Not to allow any person to stay overnight at the Premises unless permission has been obtained from the Licensor and the Licensee agrees to be responsible at all times for the conduct of their visitors.

3.18 Lodgers

Not to permit any lodger or guest to reside in the Premises.

3.19 Health & Safety

- 3.19.1 to comply with the rules for fire safety and for other health and safety matters in the Premises as given by the Licensor;

3.19.2 not to engage in any conduct or other activity which is likely to endanger the health and safety of any other residents of the Premises, visitors to the Premises, any employees, agents or contractors of the Licensor, or any other persons in the locality of the Premises.

3.20 Staying away from the Premises

3.20.1 to agree to inform the Licensor's staff in advance if the Licensee intend to be away from the Premises for more than 3 (three) days;

3.20.2 not to abandon the Premises. If the Licensee fails to occupy the Premises for a period of more than 7 (seven) days and the Licensor is satisfied that the Licensee is no longer occupying the Premises as their only principal home, the Licensor may end the Licence by issuing written notice at the Premises or the Licensee's last known address.

3.21 Ending the licence

To give the Licensor at least 4 weeks' notice in writing to end the Licence. The notice must be delivered or posted to the Licensor at the Licensor's address given in the Licence. The Licensor can, at its absolute discretion, accept less notice than this and notice served otherwise than prescribed by this clause.

3.22 Moving out of the Premises

To give the Licensor vacant possession and return the keys of the Premises upon termination of the Licence and to remove all personal possessions and rubbish and leave the Premises and the Licensor's fixtures and fittings in good condition and repair. The Licensor accepts no responsibility for anything left at the Premises by the Licensee at the end of the Licence.

4. THE LICENSEE'S RIGHTS

The Licensee has the following rights: -

4.1 Right to occupy

The Licensee has the right to occupy the Premises (including any alternative property offered under this agreement) without interruption or interference from the Licensor for the duration of the Licence (except as per clause 2.1.1 above and for the obligation to give access to the Licensor's agents, employees and contractors) so long as the Licensee complies with the terms of the Licence and has proper respect for the rights of other residents in the Premises and any neighbours.

4.2 Right to use the communal facilities

The Licensee has the right to use the communal facilities and any other shared areas used for the benefit of the Premises.

4.3 Right to consultation

The Licensee has the right to consultation before the Licensor may make any changes in housing management, maintenance, care and support practice or policy that are likely to effect the Licensee.

4.4 Right to information

4.4.1 the Licensee has the right to receive information from the Licensor about the terms of the Licence and about the Licensor's repairing obligations and its policies and procedures on resident consultation, housing allocation and transfers;

4.4.2 the Licensee has the right to inspect any personal information about themselves held by the Licensor and to correct any inaccurate information. The Licensor will comply with the provisions of the Data Protection Act 2018 as amended from time to time.

4.4.3 The Licensor will process personal data that it holds about the Licensee in accordance with its prevailing Privacy Notice.

4.5 Termination of this Licence

4.5.1 the Licensor agrees to give the Licensee at least 28 days' written notice to end the Licence.

4.5.2 if the Licensor serves the Licensee with written notice to end the Licence, the Licensee must vacate the Premises in accordance with that notice. If the Licensee does not vacate the Premises, the Licensor may apply to Court for an order for possession of the Premises and the Licensor may recover the costs of such action from the Licensee.

4.6 Right to complain

4.6.1 the Licensor has an established complaints procedure for dealing with complaints raised by the Licensee on any matter arising from the Licence. The procedure shall operate in accordance with the requirements of the Homes & Communities Agency as laid down from time to time. The Licensor shall provide details of the procedure at the beginning of the Licence and inform the Licensee of any changes;

- 4.6.2 if the complaint has been dealt with by the Licensor and the Licensee is still dissatisfied after the complaints procedure has been exhausted, the Licensee has the right to refer the matter to the Independent Housing Ombudsman.

The Independent Housing Ombudsman Service

Norman House

105-109 The Strand

LONDON WC2R 0AA

[SIGNATURES]

I hereby confirm that I understand and accept the terms of this agreement.

Signed on behalf of the Licensor:

Signature.....

Name.....

Date.....

Signed by the Licensee:

Signature.....

Date.....

Schedule 1 - Furniture Inventory

[to amend as per each property]

The Licensor agrees to supply and maintain the following items as part of the Licence. Resident damage to such goods, either accidental or intentional may result in recharge. Not all items are standard in each property.

Signed.....(Licensee)

Signed.....(Staff)

Date.....

Schedule 2 – Service Charge
[Insert occupation charge structure]

SCHEDULE 3 (Landlord Services)

1 Intensive Housing Management

The Landlord will provide an Intensive Housing Management service

The Landlord will visit Tenants at least twice per month, undertaking more urgent visits when required. The Landlord Services include provision of advice and assistance to the Tenants in relation to their tenancy, housing benefit claims, adaptations, neighbour problems and any other issues related to their tenancy and the scheme.

The Landlord will deal quickly with issues and complaints from Tenants, or their advocate, and agree an action plan with them. They also ensure that the Landlords duty of care and confidentiality is maintained.

The Landlord will, and will procure that the Landlord's Managing Agent (**MA**) (employed), will carry out the following:

- MA's receive the Housing Needs Assessment, from the Tenant and their representative, via the Care Provider. The MA's liaise with Social Services as to what support and adaptations are required at the property.
- MA's co-ordinate the completion of adaptations, and ensure the required level of support is available to the Tenant at that particular property, and advise the new Tenant when the property is ready for them, and relevant support is in place.
- MA's complete an Inventory with the Tenant, and at each visit they inspect all items on the inventory, for wear and tear, and ensure items are replaced when required.
- MA's are responsible for co-ordinating general and emergency repairs when required. If there is a repair requirement the Main Support and Care Provider will contact the MA. The MA will visit the Dwelling if necessary and report the fault/repair to the Landlord's repair team, they will then check the status of the repair at each visit until the repair has been completed.
- MA's complete the sign up with the Tenant, going through the Introductory Letter with them, and going through either a written, or a pictorial Tenancy Agreement with the Tenant, to ensure that the Tenant has as much understanding of their obligations, and those of the Landlord, when they sign their Tenancy Agreement. The MA's will go through this information with the Tenant at every site visit if that is what is required.
- MA's co-ordinate the required information for Housing Benefit Applications. The Main Support and Care Provider deals with the day to day financial needs and the personal care for the Tenant. The Main Support and Care Provider does not have a role in

applying for housing benefits on behalf of the tenant. The MA will complete any application form with the Tenant, or their representative, and will then work with all services, involved with the Tenant, to ensure that all information is collated and sent to the Housing Benefits Services as required. There are often a number of agencies involved with each Tenant, the MA will take the lead and co-ordinate responses for all queries, including any queries from Head Office regarding rent payments.

- MA's also support and assist Tenants to resolve or prevent housing debts that may impinge on their ability to make regular payments towards their housing.
- At the twice monthly visit the MA will ensure that:
 - The Tenant is happy in their home
 - The Tenant feels safe and secure
 - They check if there are any ASB issues within the property or in the surrounding neighbourhood, co-ordinating Emergency Services if required.
 - They check the maintenance of the Dwelling and the Premises
 - They check to see if the Tenant is happy with the facilities provided
 - They check for any outstanding repairs
 - They address any safeguarding issues

The Landlord will, and will procure that the MA also undertakes the Management of the Scheme:

- They co-ordinate and monitor the facilities and take appropriate action to address poor performance/standards
- The MA regularly carries out scheme inspections identifying any issues around repairs, service contracts, cleaning, grounds maintenance, security, decoration and condition of fixtures and fittings.
- The MA's check that health and safety checks are being completed by the Support Staff

The Landlord will, and will procure that the MA is responsible for Performance Management:

- They take responsibility for any void properties on their patch including tenancy termination, inspection, seek referrals and sign up new tenants as appropriate.
- They meet prospective tenants and their family/support provider to ensure that a tenancy with the Landlord can meet all their housing needs and discuss the range of accommodation that may be available and suitable for them.

- Where required the MA can collect cash payments from the Tenants.

5. Repair Timescales

The Landlord will procure that all repairs and maintenance of the Dwellings are undertaken in accordance with the timescales set out in the Repairs & Maintenance Leaflet (Appendix 1) and the Housing Provider & Main Support and Care Provider Responsibility Matrix for Supported Accommodation

6. Housing Provider & Support Provider Responsibility Matrix

See Appendix 2

Appendix 1

IH Repairs and Maintenance Leaflet (pdf)



REPAIRS AND MAINTENANCE



INTRODUCTION

Inclusion Housing provides a comprehensive repairs service which aims to respond to you promptly when things go wrong in your home, whilst at the same time allowing us to plan ahead to renew major components such as kitchens and bathrooms when they wear out. The information in this leaflet provides you with details of these services.



Our Promise to you

Inclusion Housing wants you to be safe and comfortable in your home. We will carry out repairs within agreed response times and, wherever possible, offer an appointment for the work to be done. When we plan programmed works, we will inform you of the timescales and involve you whenever we can in the decision-making process.

By law, we must ensure that wind and rain cannot get into your home. We must maintain the installations in your home that supply gas, water, electricity and drainage. Although we carry out most repairs to your home you will also have some responsibilities.

What are Inclusion Housing's responsibilities?

We will maintain in reasonable repair (having regard to the age, character, location and prospective life of the property).

The structure and outside of your home and its associated outbuildings, including the foundations, walls and applied external finishing, floors, roofs and roof coverings, chimneys, vents, external doors and windows, including frames and ironmongery excluding replacement keys, surface and foul water drainage.

The installation in your home for:

- The supply of water, gas and electricity, including pipe work, consumer boards, electrical wiring;
- Sanitation, including waste and soil pipe work, sinks, baths, basins, toilets and taps;
- Heating appliances and water heating, including boilers, fitted fires, radiators, heating controls and water heaters.

Components and fixtures and fittings around the property, including

- Plasterwork, tiling, doors and linings and ironmongery, kitchen fittings, pipe boxing and smoke alarms;
- Clothes posts provided by Inclusion Housing;
- External paths and steps providing access to front and rear entrance doors, Inclusion Housing built outbuildings or adjacent to the external walls of the dwelling;
- Communal areas to flats, e.g. common entrances, halls, stairways, passageways;
- External paths, yards, steps, fencing and gates.

What are my responsibilities?

You are responsible for the costs of putting right any damage to your home that has not been caused by fair wear and tear.

You are also responsible for the internal decoration of the property and are to keep it in good decorative order.

The following small repair items are also your responsibility:

- Repair or renewal of plug and chain to bath, wash basin and sink;
- Repair or replacement of WC seats;
- Replacement of light bulbs, plugs and fuses;
- Replacement of re-wireable fuses in the main fuse box;
- The replacement of door locks and keys, where keys are missing or locks deliberately damaged;
- Any items fitted by a previous tenant and accepted by you on taking over the tenancy;

Any alterations or improvements that you have made to the property except for:

A central heating boiler or central heating installation, which has been approved by Inclusion Housing and is more than 12 months old and no longer guaranteed by the manufacturer in such cases we will keep the boiler or installation in repair.



How do I report a repair?

You can report a repair by:

- Calling the repairs helpline on 01904 675207;
- Logging on to our website at www.inclusionhousing.org.uk;
- e-mail us at repairs@inclusionhousing.org.uk;
- Writing to us at:

Repairs
Inclusion Housing
106 Heworth Green,
Heworth,
York,
YO31 7TQ

When You Report a Repair

You or your carer/advocate will be asked for the following information:-

- Your full name and address;
- Your name if you are making the request on behalf of the tenant;
- As clear a description as possible of the work required;
- Information on access to the property;
- Any special circumstances, for example, if you are elderly or have a disability that is relevant to the reported repair.

Please think carefully about what access you can provide. It is very difficult for us to get any changes you may want to make passed on to the tradesperson after the works are ordered. Unreasonable limitations on access can affect how soon the work is carried out.

Will you need to inspect the repair before the tradesperson carries it out?

No, normally we will only inspect if the problem you report appears to be complex or may take a lot of work to resolve. If we need to inspect the repair we will do this as soon as possible and whenever we can we will arrange an appointment for the inspection.

What priority will my repair be given?

We look at every report individually and then place it into categories of emergency, urgent and routine, as well as out of hour's emergencies.

Emergency

Repairs will be made safe within four hours and complete within 24 hours.

Urgent

Repairs must be complete within 5 working days.

Routine

Repairs must be completed within 42 working days.

Planned works

Will be completed as part of the annual planned investment programme.

What kinds of repairs fall into these categories?

Emergency repairs include:

- Total loss of electricity;
- Total loss of water supply;
- Toilet not flushing when it is the only working WC in the property;
- Insecure external window, door or lock;
- Blocked flue to fire or boiler;
- Unsafe power to electrical fitting.

Urgent repairs include:

- Partial loss of electricity;
- Partial loss of water supply;
- Blocked sink or bath;
- Leaking roof (not on outbuildings);
- Rotten timber flooring;
- Tap that cannot be turned.

Routine repairs include:

- Dripping or leaking taps or showers;
- Repairs to walls, brickwork and slates or tiles;
- Repairs to doors, floors and windows;
- Repairs to plasterwork;
- Repairs to kitchens.

Planned repairs include:

- Defects to internal joinery including cupboards, kitchen units, shelving, skirting;
- Replacement of major components such as Boilers, Kitchens and Bathrooms;
- Internal and external decorations to communal areas;
- Replacement of floor coverings to communal areas;
- Window boards, pipe boxing, bath panels, floor boarding and stairs;
- Defects to external paths and steps and boundary walls that do not make them unsafe;
- Condensation or damp problems where there is no obvious sign of rain penetration;
- Defects to windows and doors that do not affect security or weather tightness;
- Defects to outbuildings that do not make them unsafe;

Is there an emergency repair service out of office hours?

Inclusion Housing operates a 24/7 repairs service. There is full cover during normal office hours with reduced cover available outside these times. This reduced cover service is only intended to provide a response where:

- Your health and safety is judged to be severely and immediately at risk, for example, a gas leak;
- Serious damage is taking place to the property, e.g. fast water leak or burst.

If you have an emergency repair out of normal office hours call Appello on 03333 216 427 (between 4pm and 9am).

If you use the service when it is not necessary, you may be charged with the additional cost of carrying out the repair "out of hours".



What guidance do you have on allowing access?

You must let anyone who works for us enter your home to inspect it or carry out work to it or to an adjoining property. If you have made arrangements to allow access when ordering the repair, please make sure you keep to them.

- Please remember that Inclusion Housing employees and contractors always carry identification. Please ask to see it **BEFORE** giving access to your home;
- Make sure the tradesperson has access to the area in which the repair is to be carried out. This will involve your removing any of your fixtures or fittings;
- Take reasonable precautions to protect your personal belongings, for example, by lifting and refitting loose laid carpets and moving items of furniture. (If you are elderly or disabled and cannot make other arrangements to do this, then help may be given);
- If no one is at home when the tradesperson calls to carry out a repair, they will leave a card telling you what date they called and asking you to ring to make alternative arrangements;
- Comply with our equality & diversity policy.

Our staff and contractors will always show you their identity and tell you their name before entering your home. Please do not let anyone into your home without seeing their identification first.

If you are unsure of their identity, please call us before allowing them into your home.

Do you have a code of conduct?

We require that anyone representing Inclusion Housing who attends your home to carry out work ensures that it is carried out with the minimum of disruption to you.

To do this they will:

- Introduce themselves to you and show proof of identity. Please ask to see their identification, (which will include a photograph and telephone contact number you can use for confirmation) if it is not automatically presented when they first arrive;
- Explain the nature and purpose of the job and behave in a courteous and professional manner at all times;
- As far as practical keep your home secure at all times;
- Every endeavour will be made to reconnect and test any services that have been disconnected as part of the work such as water, gas and electricity at the end of each working day. If this is not possible we will provide alternative appropriate arrangements;
- As far as practical ensure that there are no obstacles created by working operations.
- As far as practical keep secure all materials and equipment used on site to avoid danger to occupants and visitors;
- Clear any waste arising as a consequence of the works from the dwelling, including the garden and other areas outside the property;
- Take all reasonable steps to prevent injury to persons and property lawfully at the dwelling.



Can I make an appointment?

We will attempt through our contractors to provide you with an appointment to attend and undertake the repair. We ask that once an appointment has been made and you are unable to keep it, you must let us know and we will rearrange the appointment.

Do you have a Quality Control process?

Repairs are carried out by our approved contractors. Sometimes we may need to inspect a problem before it can be repaired. We also make random inspections from time to time to check that repairs have been carried out satisfactorily.

We will seek your views with regard to the quality of the repair work we carry out. This will help us to monitor the Repair Service we provide to you and let us know of any problems. We will inspect a proportion of repair jobs when they are completed to ensure the work is achieving the standards required by Inclusion Housing. Any work found to be poor quality or unfinished will be put right.

Please also tell us if you are satisfied with the service you received so we can make improvements.

You can help the repairs service work smoothly by:

Keeping your repair appointments so that our contractors and staff can get on with the job as soon as possible. Missed appointments mean time wasted and unnecessary expense. You could be charged for a wasted call out.

What if I am not happy with the service I receive?

It is important that you tell us when you are not happy with our service. If you are not happy with any part of our service, you can let us know by completing the satisfaction survey left by our representative at the time of undertaking the work. Alternatively, you can contact us or call into the Inclusion Housing office. We will investigate it on your behalf and send you a response.

You can also make a complaint through our corporate complaints procedure.

What If the Repair has not been completed by the Target Completion Date?

Contact Inclusion Housing and ask for a revised Target Completion Date.

If the repair is classed as an emergency or urgent repair by Inclusion Housing and is not completed by the revised Target Completion Date, you may be entitled to compensation. (See section on the Right to Repair for further details).

If you are not satisfied with the work carried out

If the repair has been completed but you are not satisfied with:

- The workmanship;
- The extent of the work;
- Incidental damage that may have been caused;
- You do not feel the fault has been remedied;
- You disagree that the repair is not Inclusion Housing responsibility.

In the first instance you need to contact Inclusion Housing to explain the problem. If the matter is not resolved, you should follow the Inclusion Housing Complaints Procedure. You can ask for information on the Complaints Procedure by contacting us.

Any advice if I want to improve my home?

You must write to us and get our written permission before starting any work on improvements or alterations to your home. Some jobs can damage your home if they are not carried out properly so we can also give you good advice about the work you are planning to carry out.

We will only refuse permission for good reasons, and if we can agree to what you want to do we will write and tell you.

What about Asbestos in the home?

Asbestos may be found in any building built before the year 2000. As long as it remains undamaged it is safe. We have policies and procedures for managing asbestos that includes surveying buildings to find out where asbestos is present so that we can decide the safest way of dealing with it.

What about electrical maintenance?

In January 2005, the Government introduced electrical safety rules for dwellings into the Building Regulations for England and Wales. Because of this, most fixed electrical installation work carried out in homes must, by law, meet the Building Regulations.

It is a legal requirement for landlords to prove that all electrical installation work complies. Failure to comply with the requirement is a criminal offence. Local authorities also have the power to require the removal or alteration of work that does not comply with the Building Regulations.



Any advice about condensation and dampness?

Condensation and damp are often confused because in most cases they both leave a musty smell and accommodate mould growth. If you think you may have damp or condensation in your home, the first thing you need to do is check that you are doing everything you can to prevent condensation from occurring.

Through the daily routine of showers, baths, boiling kettles, cooking, drying clothes and breathing a family of 4 will contribute approximately 4 pints of water vapour per person a day, equal to over 100 pints of water vapour a week, which has to end up somewhere.

When this moisture meets a cold surface it turns into droplets called "condensation". If this is left mould will start to grow. This usually happens on cold outside walls and surfaces, and in areas where the air does not circulate well. It can damage clothes and furnishings.

You can reduce the problem by:

- Wiping moisture away whenever you see it. It may collect on windows overnight;
- Keeping a window open if you are drying clothes indoors. Dry them outside whenever possible and only use a tumble drier if it has direct ventilation to the outside;
- Keeping rooms warm, even a low "background" heat will help;
- Ventilating the room. Nobody likes draughts but some air does need to come in and out. So, open windows a little until they stop misting up;
- Not using bottled gas or paraffin heaters. They actually produce water vapour in the air and are a fire risk too;
- Not blocking up air vents fitted in your home.

Damp

Damp happens when a fault in the basic structure of a building lets in water from the outside. The usual signs are mould, a musty smell and wet patches on the walls or ceiling after rain.

If you think your home has damp, contact our Customer Services team. They will arrange for a surveyor to call at your home to look into the problem. We will carry out any necessary repair work.

Will I have to pay for any repairs?

Inclusion Housing reserves the right to recharge tenants for repair costs where repairs have been necessary due to negligence, misuse or malicious wilful damage.

In this case, it is up to you to get the repair done and to pay for it, even if it was an accident. Any repair work must be carried out to a good standard. If Inclusion Housing carries out the work, you will be recharged the cost of the repair, failure to pay for these repairs may result in legal action against you.

You will have to pay the whole cost of any repair or replacement arising from damage caused to the property (or adjacent properties) deliberately or negligently by you, your family, visitors or lodgers.

Typical examples include:

- Reinstating roof tiling damaged by your TV aerial contractors;
- Carrying out repairs and making good damage resulting from a burst pipe where you have neglected to have the plumbing installation drained down before leaving the property unoccupied;
- Clearing the dwelling, its outbuildings or garden of belongings, waste or rubbish when you terminate your tenancy;

- Carrying out temporary works to make safe where alterations you have carried out to the property have rendered it unsafe;
- Reinstatement where you have carried out improvements but failed to comply with conditions imposed by Inclusion Housing when granting approval (e.g. At termination of tenancy you have removed fixtures which should have been left or left fixtures which should have been removed);
- Clearing an overgrown garden, where gardening is not covered by service charges;
- Cleaning or decorating the interior of the dwelling to restore it to a state that is acceptable to Inclusion Housing;
- Replacement of any broken external glazing that has not been broken as a result of criminal or negligent acts of third parties, for which you can provide a police incident number, any broken internal glazing.

Wall and ceiling finishes applied by tenants

Typical examples include:

- Plaster which has been finished to look rustic or 'Spanish' in appearance;
- Artex or similar material;
- Polystyrene tiles;
- Timber or plywood boarding.

We will not normally grant permission for such finishes because when compared to the standard plaster finish: Some decorative plaster finishes with sharp surfaces present a risk of injury;

- Can damage the fabric of the property on removal;
- Are more difficult and costly to repair when damaged;
- Are more difficult to clean, keep clean and decorate;
- Can make a house difficult to let.

In addition, if there were to be a fire in the property, polystyrene tiles on ceilings would significantly increase the risks to the occupants and of rapid fire spread.

Therefore, you should not use Artex (or similar product) or polystyrene tiles or any of the types of finishes mentioned above.

We would be entitled to charge you with any costs we incur in removing these finishes. The cost of reinstating with a smooth plaster finish can be very high.

We may consider approving some properly applied decorative finishes which are lightly textured and do not have the disadvantages mentioned above.

You should always obtain permission in writing from Inclusion Housing before applying any sort of non-standard finish.

Criminal Damage & Vandalism

Any criminal damage or vandalism should be reported to the Police as well as to Inclusion Housing. You will need to be able to show how, and by whom, damage was caused.

If your own insurance covers the cost of the damage you will be asked to claim on your insurance.

What if I disagree with being charged for repairs?

If you do not agree with being asked to pay for repairs that you are charged for, you should contact Inclusion Housing explaining the reasons why.



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Do you inspect my home?

You or anyone living with you must allow Inclusion staff, their contractors, agents or statutory undertakers to enter your home at all reasonable hours to:

- Inspect the condition of the premises;
- Inspect the state of repair;
- Carry out repairs and improvements;
- Service equipment as required by law;
- Carry out a general inspection of the dwelling and gardens;
- Gain access to facilitate the above to any adjoining premises e.g. party walls, flats.

Inclusion Housing will always try to arrange access at a time that is convenient and will normally give you at least 24 hours notice. If you or anyone living with you does not allow access, Inclusion Housing will serve notice of not less than 24 hours of its intention to gain entry to the property using reasonable force if necessary in accordance with its rights in the section above.

What about access in emergencies?

In an emergency, Inclusion Housing may require immediate access without notice.

In the event that such access is necessary and the property is unoccupied or access is denied, Inclusion Housing or their agent may use reasonable force to gain entry into your home.

In the event that access is denied, you may be prosecuted for obstruction.

Examples of emergencies include but are not limited to fire, flood, gas leaks, an occasion where there is a threat to personal injury or the structure of our property is at risk.



Modernisation and Structural Repairs

If your home needs extensive structural repairs, or is included in a planned investment programme you may be asked to move out of your home on a temporary basis while the work is completed. In such cases we will provide a suitable property and arrange removals for you.

Alternatively, the work will be carried out whilst you remain in your home if Inclusion Housing feels that this is possible. If you can remain in your home, you may be entitled to a Disturbance and/or Decoration Allowance. More details would be given to you at the time.

Decent Homes Programme

The Government has decided that Inclusion Housing owned dwellings should meet a set standard, and Inclusion Housing is committed to meeting this requirement.

All homes will be surveyed and the following elements examined: external walls, lintels, roofs, windows, doors, chimneys, heating systems, electrical installation, kitchens, bathrooms, noise problems, layout, insulation.

Any of the elements that fail to meet the decent homes standard will be attended to, however, elements that meet the standard will be retained.

Do I have a Right to Repair my home?

Right to Repair Regulation was introduced to ensure that Social Housing tenants could get certain low cost urgent repairs done promptly.

The Right to Repair Scheme applies only to the Qualifying Repairs shown in the table.

Qualifying Repairs and the Repair Prescribed Period.

REPAIR	PERIOD
Total loss of electric power	1 day
Partial loss of electric power	5 days
Unsafe power or lighting socket or electrical fitting	1 day
Total loss of water supply	1 day
Partial loss of water supply	5 days
Total or partial loss of gas supply	1 day
Blocked flue to open fire or boiler	1 day
Total or partial loss of space Heating or water heating between 31st October and 1st May	1 day
Total or partial loss of space heating or water heating between 30th April and 1st November	5 days
Blocked or leaking foul drain, soil stack or toilet pan (where there is no other working toilet in the house)	1 day
Toilet not flushing (where there is no other working toilet in the house)	1 day
Blocked sink, bath or basin	5 days
Tap which cannot be turned	5 days
Leaking from water or heating pipe, tank or cistern	1 day
Insecure external window, door or lock	1 day
Loose or detached banister or hand rail	5 days
Rotten timber flooring or stair tread	3 days
Door entry phone not working	5 days
Leaking roof	5 days
Mechanical extractor fan in internal kitchen or bathroom not working	5 days

If the repair is not carried out by the Target Completion Date, you can appoint a second contractor to carry out the repair and be given a second Target Completion Date.



INCLUSIONHOUSING

REPAIRS AND MAINTENANCE

If you would like this leaflet in another language or format (such as large print, audio or Braille) or if you require the services of an interpreter, please email or phone us using the details below.

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Call 01904 675 207
Email: hello@inclusionhousing.org.uk

www.inclusionhousing.org.uk

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Appendix 2

**Housing Provider & Support Provider Responsibility Matrix
for Supported Accommodation
Version 4 June 20**

The Housing Provider	Inclusion Company	Housing	Community	Interest
The Support Provider				

Purpose

The purpose of this document is to outline and clarify relationships between housing and support providers to prevent setting aside responsibilities by either party for all existing and future partnership working until such revisions are agreed. It is not a detailed and exhaustive list and any particular points may be clarified by the respective senior managers in one or both of the organisations.

Scope

The Matrix applies to all accommodation, all housing and support staff of the respective organisations.

The Housing Provider is the Leaseholder of the Accommodation. They have a legal responsibility for the Tenant, Tenancy Agreement, Housing Benefit, Building, Building Maintenance, Building Insurance, Equipment (Fire and CCTV), General Repairs, Communal cleaning, Waste Disposal, Window Cleaning and Garden Maintenance.

The Support Provider are contracted to provide the care and support for tenants in the supported accommodation. With the exception of the designated office areas the Support provider has no statutory responsibility for the building albeit that the support staff should support tenants to assist in reporting any tenancy issues to the landlord.

The **HOUSING PROVIDER** responsibilities and the sharing of these duties is set out in the matrix below:

KEY

- X Lead Party
- . Secondary / Supporting Role
- J Joint Responsibility

	Housing Provider Responsibilities	Housing Provider	Support Provider
1	Lettings and facilitating the signing of Tenancy Agreement and tenancy terminations.	X	
2	Explaining and ensuring understanding of the contents of the Tenancy Agreement with Occupants and / or their advocates	X	
3	Administering tenancy agreement and ensuring landlord responsibilities are carried out and tenants carry out their obligations	X	
4	Advising Occupants on housing related welfare benefits and enabling prompt housing benefit claims to be submitted	X	
5	Undertaking legal action in relation to breaches of tenancy, the Housing Provider and Support Provider will work proactively in advance of considering any legal action. The Housing Provider will bear the cost of any legal proceedings.	X	
6	Setting the rent and service charges in conjunction with the Housing Benefit Department	X	
7	Maintaining proper records of rent and charges payable and received	X	
8	Collecting rent and service charges	X	

9	Maintaining the premises. The Housing Provider's response times for repairs as defined within IH service standards - <ul style="list-style-type: none">• Emergency -24 Hrs.• Urgent – 5 Days.• Routine – 42 Days	X	
10	Ensuring apartments (rooms) within the accommodation are monitored for Legionella as required/appropriate	X In accordance with L8 ACOP IH will undertake risk assessments every 2 years and monitor communal storage systems where installed	See Point 5 Support Provider below
11	Arranging and monitoring equipment service contracts	X	
12	Maintaining internal and external decoration of common areas.	X	
13	Making adequate provision for emergency repairs inside and outside office hours	X	
14	Informing support provider of any statutory notices served on the Housing Provider in respect of the Property	X	
15	Keeping accounts for the premises covering housing management, maintenance and landlord's services	X	
16	Ensuring furniture provided by the Housing Provider meets the correct safety standards	X	

17	Repairing and replacing furniture and equipment which is the responsibility of the Housing Provider	X	
18	Maintaining an inventory of furniture, white goods, carpet and equipment supplied by the Housing Provider	X	
19	Keeping all gas and electric equipment in good and safe working order, replacing where necessary and carrying out annual gas and 5 yearly electrical checks	X	
20	Providing adequate means of escape and fire equipment and servicing on regular basis	X	
21	Personal Evacuation Plans (PEEPs) and complete on-site Evacuation Drill on or before every six-month period		X
22	Provide Fire Risk Assessment (FRA)	X	Ensure action identified as building users responsibility are completed within agreed time scales
23	Providing and maintaining fire equipment	X	
24	To complete the required H&S responsibilities for the Building user, including any items that require daily and weekly or monthly checks. All records and information to be entered in log books held on site and allow access to these. These include Fire Alarm checks and the recording of these checks.	J Managing Agent to undertake any checks which are monthly	J Staff to facilitate any more regular checks including fire door checks
25	Undertaking physical adaptations to premises for Occupant's needs in line with funds available	IH do not fund adaptions and will consider on individual basis. We do endeavor to approve all LA	SP do not fund adaptions

		funded requests e.g. Occ. Health	
26	Insuring premises, fixtures, fittings and contents belonging to the Housing Provider and providing insurance for the cost of temporary accommodation in the event of the premises becoming uninhabitable for a reasonable period.	Tenants should be encouraged to take out their own contents insurance policy X	Tenants should be encouraged to take out their own contents insurance policy – Think we should also encourage this
27	Manage the service charge budget for communal cleaning, gardening and window cleaning	X	
28	Consulting and / or involving Occupants with changes to management or services	X	
29	Regular liaison with Support provider <ul style="list-style-type: none">• Meeting with the Senior management Teams of the Organisation at least every 6 months• Managing Agent attendance at the premises AT LEAST twice monthly	X	
30	Responsible for Health and Safety of the building – to Include <ul style="list-style-type: none">• Fire Risk Assessment for the Building• General Fire Evacuation Plan (must reference personal Evacuation Plans for Individuals)• Fire Alarm System• Passenger Lift Maintenance• Fire Equipment Checks (where provided)	X	See Point 5 on Support Provider List however need to assist the housing provider in fulfil their responsibilities where possible – For each building there needs to be a joint health and safety statement by the parties.

	<ul style="list-style-type: none"> • Gas Safety Checks • Electrical Installation Checks • Heating and lighting • Assistive technology equipment and CCTV provided in the “fabric” of the building. • Water Quality Checks (Legionella) • Training for the support staff in systems used to promote health and Safety. • Cleaning and Safety of Windows, Doors and Openings • Water Quality Legionella • Health and Safety requirements of any contractors on site. 		
31	Responsible for duty of care to tenants	J (for housing and building matters)	J (for Matters Relating to Care and Support)
31	Communal areas to be kept free of all obstructions to allow egress and entry		X
32	Ensure household rubbish is effectively disposed of from the occupant's premises, ensuring that paths, communal garden areas and bin store areas are kept tidy. Staff cannot dispose of tenant's items per se and large/bulky items or illicit substances would require a joint approach	J (to ensure adequate bins, bin storage and disposal as appropriate)	J (assistance as part of support)

The **SUPPORT PROVIDER** responsibilities and the sharing of these duties is set out in the matrix below:

	Support Provider Responsibilities	Housing Provider	Support Provider
1	Employing the staff to meet the care and support needs of occupants.		
2	Assessing the support needs of new referrals and recommending them or nominating them to the Housing Provider/provider.	J (have a responsibility to ensure suitability where they may be a significant risk to building)	X
3	Assessing the support needs of new occupants and ensuring that each has a Support plan in place tailored to meet the needs of the individual		X
4	The general welfare of occupants and staff.		X
5	Provide appropriate support where this is an assessed need and support the individual to access help and assistance or via their appointee in respect of claims for welfare benefits.		X
6	<p>Ensuring that the property is kept safe in accordance with health and safety policy: -</p> <ul style="list-style-type: none"> • Each person supported will have an individual Fire – personal evacuation plan • Water Quality – Regular flushing of Shower heads and cleaning of the same to prevent Legionella. • Fire Alarm Tests and Evacuations – recording as appropriate. • carry out checks at monthly intervals 		X

	Support Provider Responsibilities	Housing Provider	Support Provider
	<p>to ensure that all fire doors are closing into the rebates and are fitted with effective self-closing devices which are in working order.</p> <ul style="list-style-type: none"> • Undertake any risk assessments directly relating to the support of the individual, in accordance with their assessment. For example <ul style="list-style-type: none"> ◦ Manual handling/ Hoisting ◦ Physical Risk of harm presented by behaviors. ◦ Risk in the home environment specific to the needs of the individual. ◦ Behaviors that pose risk • Reporting on behalf of the tenant or with their consent any defect or repair which poses immediate risk of harm. • Using preventative measures to decrease risk, for example: - <ul style="list-style-type: none"> ◦ Removing lint from dryers ◦ Assisting in emptying rubbish ◦ Assisting tenants with cleaning ◦ Providing supervision for tenants where appropriate 		
7	Reviewing the support plans of individual occupants.		X

	Support Provider Responsibilities	Housing Provider	Support Provider
8	Notifying the Housing Provider of maintenance defects.		X
9	Giving access to the Housing Provider's maintenance contractors when required, where access notice has been correctly served.		X
10	Liaising with the Housing Provider and the Local Authority to obtain any aids or adaptations needed by occupants at the project.		X
11	Providing copies of any inspection reports relating to the premises to the Housing Provider.	J	J
12	General liaison between both parties.	J	J
13	Providing copies of any Care Quality Commission reports or other regulatory reports for any agency which within its registration covers the care and support of the premises.		X
14	Providing to the Housing Provider an overview of and safeguarding report to the Local Authority which may be a breach of tenancy or impact significantly on the tenant .		X
15	Reporting to the Housing Provider without delay any criminal act against the property, which may impact on the building safety OR the Housing Providers / Providers reputation.		X

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