**Schedule 10**

**Licence Agreement**

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Occupancy Licence Agreement

Dated: Insert Date

Parties

1. **Bromford Housing Association Limited** a charitable registered society under the Co-operative and Community Benefit Societies Act 2014 number 7106R whose registered office is at Exchange Court Brabourne Avenue Wolverhampton Business Park Wolverhampton WV10 6AU (the **Association**) and
2. **Managing Agent Details**

Agreed terms

1. Definitions and interpretations
   1. In this Deed the following terms have the following meanings unless inconsistent with the context:

**Property:** Insert Address

**Licence Fee:** £30.00 per week

* 1. The schedules within the Management Agreement entered into by the Parties for insert address commencing insert date form part of this Licence Agreement and where referred to and shall have effect as if set out in full in the body of this Licence Agreement.
  2. A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
  3. Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
  4. Unless the context otherwise requires words in the singular shall include the plural and in the plural include the singular.
  5. A reference to writing or written includes faxes but not email.
  6. Any obligation in this Licence Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
  7. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1. The Association has from the date of this Licence Agreement allowed the Licensee into non exclusive occupation of the Property on the following terms and subject to the terms set out in the Management Agreement to which this Licence Agreement refers.
2. The Licensee shall occupy the Property, on a non exclusive basis as licensee only and on the understanding that the Association is entitled to access the Property and that no relationship of landlord and tenant shall subsist between the Association and the Licensee.
3. This Licence is personal to the Licensee and nothing in this Agreement is intended to confer or to be construed to confer on the Licensee any interest or any right to the exclusive use and possession of the Property.
4. The Association and its staff have the right to enter and use the Property at times to be agreed between the parties and the Association will retain a key to the Property for such purposes.
5. The Licensee shall occupy and share occupation of the Property with the Association, in accordance with the above terms, at the Licensee’s own risk and shall indemnify the Association against all actions, costs, losses, proceedings, demands, expenses, claims and liabilities whatsoever arising whether directly or indirectly from:
   1. The Licensee’s failure to comply with any of the terms of this Licence;
   2. The Licensee’s entry into and occupation of the Property;
6. The Licensee shall pay to the Association from the date of this Licence Agreement a licence fee of £30.00 per week exclusive of Value Added Tax and utility charges and council tax as set out in Schedule 2of the Management Agreement to which this Licence refers. The licence fee to be paid monthly as set out in Schedule 8of the Management Agreement to which this Licence refers.
7. The Licensee shall pay any increase in the licence fee, such increases to be applied in the April following the date this Licence Agreement commences and annually in April each year thereafter. The formula for the fee increase will be Consumer Price Index (CPI) applicable in the September preceding the April review date and adjusting for any amounts imposed by the Regulator for Social Housing.
8. The Licensee shall pay all taxes and other statutory costs chargeable in respect of their use of the Property.
9. The Licensee shall use the Property only for the purposes of providing a housing management and support service and as a customer resource space service so long as the Licensee is responsible for these activities under the terms of the Management to which this Licence refers.
10. The Licensee shall comply with all statutory requirements affecting the use and occupation of the Property and shall not use the Property for sleeping or overnight accommodation.
11. The Licensee shall not make any alterations or additions to the Property without the Association’s prior written consent and shall be responsible for the costs of any such alterations or improvements.
12. The Licensee shall raise all requests for repairs to the Property through the Association’s Customer Service Centre. The Association reserves the right to recharge repair costs where there is evidence that the repairs are due to the Licensee’s neglect or abuse.
13. This Licence is personal to the Licensee and the Licensee shall not assign or share the benefit of the Licence granted to/with any other party except for the Association.
14. This Licence will determine upon the Licensee being given 3 months prior notice in writing to terminate by the Association or forthwith when the Management Agreement to which this Licence applies is terminated whichever is the sooner.

The Licensee agrees and undertakes with the Association to comply with the provisions set out in this Licence Agreement and confirms that (insert name) is a duly authorised signatory for the Licensee:

Signed : …………………………………………………..………

Name: …………………………………………………………………….

Position:……………………………………………..

On behalf of the Association.

Signed : …………………………………………………..………

Name: …………………………………………………………………….

Position:……………………………………………..

On behalf of the Licensee.