

WESTLEA HOUSING ASSOCIATION LIMITED

*Registered with the regulator of social housing,
currently known as the Tenant Services Authority,
under the Housing and Regeneration Act 2008*

*Westlea Housing Association Limited is subject
to guidance on any housing management practice
issued by the regulator of social housing.*

EXCLUDED LICENCE AGREEMENT

This licence agreement is a legal contract. It describes both your rights and your responsibilities. You should only sign this agreement if you agree to these conditions. If you are not sure about this you should get advice from a Solicitor, Law Centre or Citizens Advice Bureau.

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PARTICULARS OF LICENCE

THIS LICENCE AGREEMENT (THIS “AGREEMENT”) IS BETWEEN:

- (1) Westlea Housing Association Limited (“us”/“we”) of Methuen Park, Chippenham, Wiltshire, SN14 0GU. We are registered provider of social housing and a charitable industrial and provident society (No. IP28095R).

and

- (2) <name of licensee(s)> (“you”)

If you are a joint licensee, the terms “you” and “your” applies to each person named above. Each of you individually has the full rights and responsibilities set out in this agreement.

DETAILS OF YOUR ROOM AND THE HOME:

Address of your room and the home:

Room number <room number> (the “room”) of <insert property address> (the/your “home”)

We may ask you to move rooms within the home to facilitate the delivery of services at the home.

Description of your room and the home:

<description of property>

It excludes the air space above and around the dwelling house, any energy generating equipment that may be fitted to or in the dwelling house at the licence start date or at any time during the licence, and any part of the dwelling house to which the energy generating equipment is attached.

Other members of your household:

<names>

Maximum number:

The maximum number of people who can occupy your room is <number> (the “maximum number”).

Age restriction:

<insert details of any age restrictions applying to applicants>.

Scheme:

The room is part of a scheme which <set out intention of scheme>.

DETAILS OF LICENCE:

Start Date:

This licence starts on <date> (“licence start date”).

Granting of Licence:

We grant you a licence of your room with shared use of any communal areas in the home with us, our staff, visitors and any other occupiers.

The first period of this licence will be from the licence start date to midnight on the following Sunday. Second and subsequent periods of this licence are from week to week commencing on the Monday immediately after the end of the first period.

Type of licence:	This agreement is an excluded licence agreement in accordance with Protection from Eviction Act 1977. You do not have any security of tenure.
PAYMENTS:	
Payment Amounts:	<p>At the licence start date, the weekly payments for your room are:</p> <p>Net licence fee £XXX (the “net licence fee”)</p> <p>Service charge £XXX (the “service charge”). The service charge is paid for the services.</p> <p>Service charge £XXX (the “service charge”). The service charge is paid for the services.</p> <p>Other charges £XXX</p> <p>Total licence fee £XXX (the “licence fee”)</p> <p>The licence fee, or any part of it, may change throughout the licence in the ways set out in the terms and conditions.</p>
Payment Dates:	<p>The licence fee is payable in advance.</p> <p>The first payment shall be £XXX and represents the first period. The licence fee is then due in advance each week on a Monday.</p>
Former Occupancy Arrears:	<p>You must also pay us the debt of £<amount> at the rate of £XXX a week which is due in respect of your previous occupation of <insert address of previous property>. This is in addition to the licence fee due on your room. The amount and period of installments may be varied from time to time by agreement between you and us.</p>
SERVICES	
Services:	<p>We will provide you with the following services:</p> <p>< list of services to be inserted dependent on landlord>* (the “services”) * Delete if not applicable</p> <p>The services may change throughout the licence in the way set out in the terms and conditions.</p> <p>You will pay the service charge for the services. For communal services, your service charge will represent a reasonable proportion of the total cost of providing the service taking into account the number of residents receiving the service.</p>

SIGNATURES

Licensee Declaration:

1) This agreement sets out the terms and obligations of the licence. You should read it carefully to ensure that it contains everything you want to form part of the agreement and nothing that you are not prepared to agree to. If you do not understand this Agreement or anything in it, it is strongly suggested you ask for it to be explained before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.

2) This agreement is granted by us on the condition that you have not made any false statements to obtain it

Signature of Licensee(s):

Signed:(Licencee 1)

Print name:

Date:

Signed: (Licencee 2)

Print name:

Signed on behalf of Westlea Housing Association Limited:

Signed:

Print name:

Position:

Date:

TERMS AND CONDITIONS OF LICENCE

Words in italics are for explanation only and do not form part of this agreement for legal purposes.

SECTION A – GENERAL TERMS

We and you agree as follows:

1) Payments for the Room

- i) The licence fee payable is set out in the Particulars of Licence. The first payment of licence fee is for the first period. The licence fee is then due in advance each week on a Monday.
- ii) The licence fee is subject to the changes described below in clause 2) of this Section A.
- iii) You will pay any former occupancy arrears as set out in the Particulars of Licence.
- iv) If you leave the home to become our occupant in another property:
 - a) we are entitled to claim all payments subsequently made by you to settle any debt due from you in relation to this licence; and
 - b) we are entitled to charge your rent or licence fee account in respect of your new property with any sums due from us to you in relation to this licence fee.

2) Changes in Licence Fee

- i) We may review the licence fee:
 - a) usually once a year on the first Monday in April; and
 - b) at any time where there is a change in the services,by giving you at least 4 weeks' written notice of the change. The reviewed licence fee must be set out in the notice and shall become payable on the date set out in the notice.

The new licence fee will not be more than the amount which would have been set for your room by the Rent Assessment Committee if it had jurisdiction to set the licence fee. For the avoidance of doubt, the Rent Assessment Committee does not have jurisdiction to set the licence fee under this Agreement.

The "Rent Assessment Committee" is an independent panel of people who determine market rents.

3) Services for your Room and the Home

- i) We may change the services either:
 - a) By written agreement between you and us; or
 - b) By us, after we have:
 - written to you setting out the changes we wish to make to

		<p>the services and the impact on you;</p> <ul style="list-style-type: none"> • given you a reasonable period of time to make written representations to us about the proposed changes; • considered any written representations made by you; and • sent a notice of variation to you which sets out the changes we are making to the services (the “new services”), the impact on you and the date on which the new services will take effect. <p>The new services shall not take effect until at least 28 days after the notice of variation is sent.</p> <p>If you do not wish to continue the licence on the new services, you have the right to end the licence by writing to us before the new services take effect stating:</p> <ul style="list-style-type: none"> • you want to end the licence on or before the new services take effect; and • the date on which the licence is to end.
4)	Deductions	That where you owe us money, this debt can be recovered from any compensation payment, disturbance or decoration allowance, or any payment that would otherwise be made by us to you.
5)	Changes in Legislation	Where any Act of Parliament is mentioned in this agreement it means that Act as it applies at the licence start date and any later amendments or re-enactment of it.
6)	Alterations to the Agreement	i) With the exception of changes to the licence fee or services which are dealt within clause 2) and 3) of this Section A, and any changes in legislation, which would override the terms of this agreement, the terms of this agreement may be changed by written agreement between you and us.
7)	Service of Notices	<p>i) We may serve notices on you under this agreement by:</p> <ul style="list-style-type: none"> a) handing it to you or any joint-licensee; b) sending it by post or recorded delivery to your room or your last known address; or c) leaving it at your room or posting it through the letterbox. <p>ii) Where you have an authorised representative to act on your behalf we may instead serve notices by:</p> <ul style="list-style-type: none"> a) handing it to the authorised representative; b) sending it by post or recorded delivery to the last known address of the authorised representative; or c) leaving it at or posting it through the letterbox of the last known address of the authorised representative.

<p>8) Other Parties</p>	<p>iii) The address at which notice can be served on us, including notices for legal proceedings, is set out in the Particulars of Licence.</p> <p>Nothing in this agreement shall give to any other person any benefit or the right to enforce any term of this agreement, and you and/or us may vary or cancel this agreement without being required to obtain the consent of any other person.</p>
<p>9) Data Protection</p>	<p>i) We agree to keep to the law in the Data Protection Act 1998 including letting you look at information about you which we have on our computers or in any relevant filing system. You may also look at personal information held about you and request copy information (except for information provided to us in confidence). You must pay a reasonable fee from time to time as decided by Parliament. We will allow you to correct or record your disagreement with any information held by us.</p> <p>ii) We may disclose relevant information about you, members of your household and your visitors to your room and the home, to other organisations:</p> <ul style="list-style-type: none"> a) for the purposes of preventing and investigating crimes; b) for the purposes of catching and prosecuting offenders; c) to protect you or those of your family or your household (<i>for example, in a life or death situation</i>); and d) to comply with the law. <p>iii) We may also disclose your contact details (including your name and any forwarding address) to any other organisation in accordance with our Data Protection policy and any privacy statement from time to time. <i>Our data protection policy is available on request.</i></p> <p>iv) We may also use the relevant information about you, members of your household and your visitors to your room and the home for performance monitoring and research purposes.</p>
<p>10) Charities Act Statement</p>	<p>The room that is subject to this licence is owned by Westlea Housing Association Limited, which is an exempt charity. <i>This is because Westlea is an Industrial and Provident Society. The law requires us to include this statement in this agreement.</i></p>
<p>11) Energy Generating Equipment and Payments</p>	<p>i) In this licence:</p> <ul style="list-style-type: none"> a) “energy generating equipment” means any feed-in-tariff equipment and/or renewable heat equipment; b) “energy generating payments” means any: <ul style="list-style-type: none"> • any benefits arising as a result of the energy generating equipment being connected to the grid and any environmental or renewable benefits (including feed-in-tariffs) relating to the energy generating equipment (including any monetary payments); • any payments arising as a result of supplies of electricity and/or exports of electricity to the grid from the energy

<p>12) Support Services</p>	<p>generating equipment; and</p> <ul style="list-style-type: none"> any revenue generated in relation to the energy generating equipment; <p>c) “feed-in-tariff equipment” means any low carbon generator equipment including (but not limited to) any solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology, which is eligible (as a matter of law) for feed-in-tariff payments, together with:</p> <ul style="list-style-type: none"> any inverters, meters, monitoring equipment, cabling and other associated media and works; and any addition or replacement, <p>that we or a third party with our permission, may install.</p> <p>d) “grid” means the system for transmission of electricity (both local and high voltage) in England and Wales as operated by persons licensed by Ofgem; and</p> <p>e) “renewable heat equipment” any renewable heat technology equipment or fuel source including (but not limited to) air and ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the natural gas grid, and any other technology which is eligible (as a matter of law) for renewable heat incentives, together with:</p> <ul style="list-style-type: none"> any inverters, meters, monitoring equipment, cabling and other associated media and works; and any addition or replacement, <p>that we, or a third party with our permission, may install.</p> <p>ii) You do not have and will not gain any rights of ownership in respect of any energy generating equipment.</p> <p>iii) Subject to any agreement we have with a third party otherwise, we will be entitled to receive all energy generating payments, irrespective of whether we or a third party owns the energy generating equipment. If asked, you shall reasonably assist us to ensure that we can have the benefit of any energy generating payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the energy generating payments, confirming that we are.</p> <p>iv) You may use any electricity and/or heat generated by the energy generating equipment.</p> <p>v) In order to produce electricity and/or heat that you can use, the inverter part of the energy generating equipment may need to use a small amount of electricity through the electrical cabling and installation within your room. You agree that there will be no charge payable by us or to you in this regard.</p> <p>If you have entered into a separate Agreement (the “support contract”) either with us or with another support provider to provide housing related support, this licence is granted to facilitate the provision of that support to</p>
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you. You agree to accept the support service provided by the support provider and comply with the terms of the support contract.

SECTION B – OUR OBLIGATIONS AND RIGHTS

We agree:

1) Your Right to Occupy	i) To make the room available for you to live in from the licence start date.
2) Repairs of Structures and Exterior	i) To keep in good condition the structure and exterior of the room and home including: <ul style="list-style-type: none"> a) drains, gutters and external pipes (but not including cleaning and/or clearing drain gully traps); b) the roof; c) outside walls, outside doors, window sills, sash cords and window frames including necessary external painting and decorating; d) internal walls and plasterwork, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration; e) chimneys, chimney stacks and flues (not including sweeping unless part of a central heating system); f) pathways, steps or other means of access provided by us; and g) any energy generating equipment.
3) Repairs of Installations	i) To keep in good repair and proper working order any installations provided by us within the room for space heating, water heating, sanitation, cooking, washing and for the supply of water, gas and electricity, including: <ul style="list-style-type: none"> a) basins, sinks, baths, toilets, flushing systems and waste pipes; b) electric wiring (including sockets and switches), gas pipes and water pipes; c) water heaters, fireplaces, fitted fires and central heating installations; d) electric or gas, cooking and washing appliances; and e) any fire and/or smoke alarm system (provided that you will responsible for testing and replacing any batteries).
4) Repair of Common Parts	To keep any shared areas around your room (such as stairs, lifts, landings, entrances, halls, rubbish chutes, driveways and common paths) in good condition.
5) External Decorations	To keep the exterior of the room and any common parts in a good state of decoration.

6) Insurance	<p>To insure the structure of the home, our fixtures and fittings and any energy generating equipment against any reasonable risk. You will be responsible for insuring your personal possessions: <i>we recommend you take out insurance for your belongings.</i></p>
7) Licensees' Information	<p>To provide you with information about our housing management policies as required by any guidance given by the regulator of social housing.</p>
8) Giving our Permission	<p>i) Where our written permission is required under the terms of this agreement:</p> <ul style="list-style-type: none"> a) we will not unreasonably withhold or delay giving it; b) we may attach reasonable conditions to it; and c) we may withdraw it if you fail to keep to the conditions set by us. <p>ii) You will be in breach of this licence if:</p> <ul style="list-style-type: none"> a) you fail to obtain our permission when it is required; b) you do not keep to the conditions we attach to our permission; or c) if we withdraw permission, you continue to act against that withdrawn permission.
9) Reserved Rights	<p>i) We retain the following rights over your room and the home for our benefit or for the benefit of any third party authorised by us:</p> <ul style="list-style-type: none"> a) the right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any energy generating equipment in and on your room (including the right to attach the energy generating equipment to your room and remove any part of or the whole of the energy generating equipment from your room); b) the right to change the position of any part of the energy generating equipment in or on your room; c) the right to use all means of reasonable access to and through your room and the home, for access to and from the energy generating equipment so that we, or any third party authorised by us, can exercise the rights set out in this clause; d) the right to connect into, use and alter the existing electrical cabling, installations and other service media within your room and the home in connection with the use of the energy generating equipment for the generation of electricity via the energy generating equipment, including exporting electricity to the grid, and the passage or transmission of utilities to and from the energy generating equipment and your room and the home; and e) the right to support and protection for the energy generating equipment from your room and the home.

SECTION C – YOUR OBLIGATIONS

You agree:

1) Possession	<ul style="list-style-type: none"> i) To take possession of the room at the licence start date. ii) Not to part with possession of the room or sublet the whole or any part of it.
2) Payments	<ul style="list-style-type: none"> i) To pay the licence fee and any other charges in advance. Your licence will be at risk if you do not pay the licence fee. ii) To pay the former occupancy arrears as set out in the Particulars of licence fee.
3) Local authority/Central Government contribution or benefits	<ul style="list-style-type: none"> i) Paying your licence fee is your responsibility, however you may be entitled to claim a contribution or benefit (“benefit”) from the local authority or Central Government (“authority”) to pay some or all of your licence fee. ii) You must notify the relevant authority department and us of any change in your circumstances that might affect your entitlement. If we have to repay any overpayments to the authority, we can recover any such overpayment from you.
4) Utilities’ Charges	<ul style="list-style-type: none"> i) To pay all gas, electric, water, and telephone charges in respect of your room. ii) To pay any television licence fee legally due (except where this is part of any service charge). <p><i>If you bring a television into your room or the home, you have a legal obligation to purchase a television licence if you want to use the television.</i></p>
5) Use of your Room and the Home	<ul style="list-style-type: none"> i) To use your room for residential purposes as your home. ii) To move to a different room upon our request. iii) Not to operate a business from the room or any part of the home. iv) To comply with any house rules that apply to the room and home. The house rules in force at the start of this agreement are attached to this licence (if any). We may change the house rules after consultation with you and other residents. If the house rules do change we will send you a copy of the new rules. v) Not to allow any visitors to stay overnight either in the room or the home. vi) Not to keep, or allow anyone else to keep, any inflammable or explosive substances (except for normal household items) at your room or in the home, including (but not only) petrol, paraffin, liquid petroleum, calor gas heaters, candles and scented oil burners.

<p>6) Damage</p>	<ul style="list-style-type: none"> vii) Not to use or allow your room, the home, the communal areas and/or anywhere in the locality, to be used for any illegal or immoral purpose. viii) Not to fix or show on your room or the home any notice, trade plate or advertisement. i) To repair and/or replace at your own expense anything forming part of your room, the home and any communal areas which are damaged by you or by any other member of your household, including children, or by any of your visitors, whether it be on purpose, by accident or negligence. ii) Not, and you must not allow anyone living in your room or any visitor to cause any damage to any energy generating equipment. iii) To pay us the cost of any repairs to the energy generating equipment that are needed because you have damaged or neglected it or failed to report the repair in accordance with clause 9). You must not undertake the repairs yourself. iv) Any damage or neglect which results in damage to any energy generating equipment which reduces the energy generation capabilities of that equipment may mean that you are liable to us for any loss in energy generating payments.
<p>7) Maintenance and Internal Decorations</p>	<ul style="list-style-type: none"> i) To be responsible for the cost of clearing blockages to drains and sewers which have been caused by your act or neglect, or that of anyone living with you, or visitors to your room or the home. ii) To keep the interior of your room in a good and clean condition and to re-decorate as necessary to maintain a good standard. iii) To make good any damage or to re-decorate as reasonably required by us before moving out of your room and the home. iv) To keep your room and the home free from infestations. If there are any infestations for which you are responsible (through your actions or failure to do something), you are responsible for ensuring these are treated and eradicated.
<p>8) Repairs and Maintenance</p>	<ul style="list-style-type: none"> i) To maintain, repair and replace as and when required: <ul style="list-style-type: none"> a) sink, bath and basin plugs; b) clothes drying lines; c) electric or gas cooking and heating appliances, except when we have provided those appliances; d) curtain rails; e) lost keys (including door entry keys); f) light bulbs, fluorescent tubes and their starter motors; and g) broken or damaged glass to windows and doors.

		<ul style="list-style-type: none"> ii) To clean and clear as necessary all drain and gully traps; iii) Ensure that chimneys and flues, which do not form part of the central heating but are in use, are swept once a year; and iv) To take all reasonable precautions to prevent damage to your room by frost and fire.
9)	Reporting Disrepair	To notify us promptly of any repairs required to your room, the home and/or any communal arrears which are our responsibility or to the energy generating equipment.
10)	Improvements, Alterations and Additions	Not to make any improvements, alterations or additions to your room or the home.
11)	Disposing of Rubbish	<ul style="list-style-type: none"> i) To ensure any refuse and rubbish for collection or disposal is securely and hygienically wrapped, and not to allow rubbish to accumulate in or around your room and the home. ii) Not to allow rubbish or scrap items to be stored in or around your room, the home, or in the communal areas.
12)	Gardens/Yards	<ul style="list-style-type: none"> i) To keep the garden, yard, and hedges in a good, tidy and clean condition. <i>This means you must cut the grass and trim hedges frequently.</i> ii) Not to cut down, lop or remove any tree, bush, boundary fencing or hedge without our prior written permission. iii) Not allow any part of the garden to grow so that it interferes with the passage of light, air or wind to any energy generating equipment.
13)	Communal Areas	<ul style="list-style-type: none"> i) To co-operate with other occupants in the home and keep all communal areas clean, tidy and free of rubbish and obstruction. ii) To ensure communal doors are not wedged open. iii) Not to cause or permit any obstruction of the entrance, passageways, stairs and doors.
14)	Parking	<ul style="list-style-type: none"> i) Not to allow any vehicle, including untaxed or unroadworthy motor vehicles, to be parked within the boundaries of the home, except in a garage or parking space provided or approved by us. ii) Not to keep a caravan, lorry, van, boat, trailer, motorised scooter or other large vehicle at the home. iii) Not to drive any motor vehicle over grass verges and not to cause or allow excessive engine noise. iv) Not to carry out any vehicle repairs that may cause a nuisance to neighbours, or damage to the home. v) Not to block access to garages, any other premises and/or any hardstanding.

<p>15) Failure to carry out works/repairs</p>	<p>vi) Not to park anywhere that could cause obstruction for emergency services or pedestrians.</p> <p>i) If you:</p> <p>a) fail to carry out any repairs and/or works that are required under this licence; or</p> <p>b) you carry them out but to an unsatisfactory standard,</p> <p>we may carry out the works/repairs ourselves and charge you our reasonable costs for doing so.</p>
<p>16) Good Neighbourhood Agreement</p>	<p>To comply with the conditions set out in any good neighbourhood agreement as agreed between you and us from time to time. A copy of any good neighbourhood agreement agreed at the licence start date is attached to this licence. We (<i>you and us</i>) may both agree to change the terms of a good neighbourhood agreement during the licence: we will ask you to sign a new good neighbourhood agreement to show that you agree to the new conditions.</p>
<p>17) Nuisance and Anti-Social Behaviour</p>	<p>i) Not to cause or commit, or allow anyone living with you or visiting you, including children, to cause or commit any form of nuisance or anti-social behaviour or harassment.</p> <p>ii) Anti-social behaviour or harassment is any act or omission which interferes with the peace and comfort, or which may cause nuisance, annoyance, injury or offence to any other licensees, members of their household, visitors, neighbours, us (including our officers, agents and contractors) or any other member of the general public.</p> <p>It includes (but is not limited to):</p> <p>a) harassment on any grounds, including age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage or civil partnership;</p> <p>b) violence or threats of violence;</p> <p>c) abusive or insulting words or behaviour;</p> <p>d) causing damage or threatening damage;</p> <p>e) offensive drunkenness;</p> <p>f) causing damage to threatening to damage property belonging to another person including damage to any part of a person's home;</p> <p>g) writing graffiti and in particular graffiti which is racist, abusive, threatening or insulting;</p> <p>h) making unnecessary or excessive noise by any means whatsoever, including arguing, door slamming and DIY noise;</p> <p>i) playing or allowing to be played any radio, television, amplifying equipment or musical instruments so loudly it causes a nuisance and/or annoyance to neighbours or can be heard</p>

		outside your room;
		<ul style="list-style-type: none"> j) using or allowing your room or any part of the home to be used for any illegal or immoral activity including prostitution, dealing or using prohibited drugs, or handling stolen goods; and k) playing ball games close to other residents' homes, or in communal or garage areas, in such a way that is likely to cause damage or which could constitute a nuisance and/or annoyance to neighbours.
18)	Employee Harassment	<ul style="list-style-type: none"> i) Not to threaten, intimidate, harass, cause alarm or distress or carry out any violent act against any of our employees, agents or contractors, either when they are visiting your room, the home, in our offices or anywhere else. ii) To ensure anyone living with you or your visitors do not threaten, intimidate, harass, cause alarm or distress, or carry out any violent act against any of our employees, agents or contractors, either when they are visiting your room, the home, in our offices or anywhere else.
19)	Domestic Violence	Not to harass, assault, or mentally, physically or sexually abuse anyone living in your household.
20)	Pets	Not to keep any pet in your room or in any part of the home.
21)	Health and Safety	<ul style="list-style-type: none"> i) To comply with any health, safety or fire advice given by us. ii) Not to engage in any activity or conduct that is likely to endanger the health and safety of any residents, visitors, employees or any other persons in the locality. iii) To notify us if you identify or believe there is asbestos in your room or the home before interfering with it or disposing of it. iv) Not to disconnect any or remove any batteries (except where the batteries are being replaced) from any fire and/or smoke alarms installed in your room, the home and/or any shared areas.
22)	Access	<ul style="list-style-type: none"> i) To allow our officers, employees, agents and contractors access at all hours of the day, for any reason and without giving you notice.
23)	Occupants	<ul style="list-style-type: none"> i) Not to allow more than the maximum number of people to live at your room. <i>The maximum number of people is set out in the Particulars of Licence.</i> ii) Where your room is subject to a policy restricting the age of occupants, not to allow persons to stay at your room or any part of your home in breach of that policy. We will notify you if any such policy applies to your room or the home.
24)	Assignment	Not to assign the licence. <i>This licence is personal to you and cannot be assigned.</i>
25)	Sub-Letting	<ul style="list-style-type: none"> i) Not to give up possession or sub-let the whole or any part of your room ii) Not to grant an assured sub-tenancy of the whole or any part of your

		room.
26)	Lodgers	Not to take any lodgers into your room.
27)	Ending the Licence	To give us 4 weeks' notice in writing when you want to end the licence unless we agree to a shorter period. The 4 week period must end on a Monday at 10.00 am and you must ensure that we receive the keys by no later than 11.00 am on the same day.
28)	Moving Out	<ul style="list-style-type: none"> i) To ensure all the keys to your room and the home are returned to us no later than 11.00 am on the Monday the licence ends. If you fail to return the keys on time, you will be charged the same sum as the weekly licence fee for each week, or part of a week, the keys remain outstanding. ii) To ensure that you do not leave anyone else living in your room when you have moved out. iii) To be responsible for removing all furniture, personal possessions and rubbish, and to leave your room and our fixtures and fittings that are in your room, in a proper state of repair and decoration and in a good and clean condition. Any items left in your room or the home after you have returned the keys to us and the licence has ended, may be sold or disposed of after attempting to give you notice. Our reasonable costs will be payable by you and any money collected from any sale will be first credited against your licence fee account. iv) We reserve the right to charge you for any reasonable costs incurred as a result of neglect, misuse or damage to your room or the home for which you are liable.
29)	Temporary Absence from your Room	To notify us in writing if you plan to be absent from your room and not stay overnight. If you fail to do this and there are other reasons to believe you do not intend to return to your room, for example, you have removed your personal possessions or have returned the keys to us, it will be assumed you have given up your licence. We may then serve a notice to quit, or accept the surrender and take possession of your room.
30)	Special Conditions	<ul style="list-style-type: none"> i) To comply with any special conditions listed in the Schedule attached to this agreement. ii) Where we do not own the freehold of the home a copy of the terms and conditions of our lease will be attached to this agreement. You must comply with the terms and conditions (other than financial obligations) where those terms concern you and the home. Where those terms conflict with the terms of this agreement, those terms will prevail.

SECTION D – YOUR RIGHTS

You have the following rights:

1) Ending the Licence

- i) We may end the licence at any time.
- ii) We may end the licence for any reason but will normally only do so where:
 - a) you are in breach of your obligations under this licence;
 - b) you are not engaging in the support available or you are not complying with any support contract;
 - c) you no longer require the support available; or
 - d) we are selling the room or the home.
- iii) We will usually give you at least 28 days notice to terminate, but may give less (or none) depending on the particular circumstances.

SCHEDULE – SPECIAL CONDITIONS (If applicable)

<to insert>