

EXCLUDED LICENCE AGREEMENT

For use in Supported Accommodation Projects for Young People where support is provided as a condition of occupation.

Empanda managed projects at Cromer, Sheringham & Stalham

No tenure implied or offered



THIS LICENCE AGREEMENT IS BETWEEN:

Name and Address of Landlord	Empanda Care & Support Ltd CIC ('Empanda' or 'We') Saracen's House, St Margaret's Green, Ipswich, IP4 2BN Registered Community Interest Company 9959609
Name of Licensee	And: (Insert name)
Address	In respect of: (Insert address) Or such other flat/room as Empanda may require the licensee to move to during the course of their stay at the project. References to 'the flat' or 'the room' in this agreement mean the Flat or Room occupied by the Licensee from time to time.
Description of Premises	The accommodation to be occupied by the Licensee at the start of the Licence comprises use of: (insert as appropriate, (if Flat) – kitchen, living room, bathroom & bedroom (if room) Room] kitchen, bathroom, bedroom With the use of the following communal facilities: (insert as appropriate, (if flat) Laundry, communal lounge and other with arrangement with staff (if room) communal lounge, kitchen, bathroom and other with arrangement with staff] The Licensee does not have exclusive occupation of the Flat or the Room and Empanda's employees are entitled to access to the Flat or the Room at any time.
Furniture and fittings	The Flat / Room is furnished in accordance with the inventory attached as Schedule 1 to this agreement

Aims of the project	To provide short-term accommodation and support to young homeless people aged 16-24, and to enable them to develop the skills required to retain a long-term tenancy upon leaving.
Support	Because the provision of support is intrinsic to the Licence, it shall be regarded as a breach of licence if the licensee withdraws from accepting support. In the event of such withdrawal we may take steps to end the licence.

Date of start of Licence	The Licence begins on: XX XX XXXX
	Reviewable: week to week

GENERAL TERMS

1. It is agreed as follows:

Payments for the Flat or Room	(1) The Licence charge for the occupation of the Flat or Room at the date of this Agreement shall be: £ inclusive of other charges, which include amounts attributable to:
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Personal Heating/Lighting
Water charge
Council Tax (18+)
Total personal contribution

(2) The payment of the licence charge is to be made weekly.

Changes in charges	(3) Empanda may increase or decrease the licence charge by giving the Licensee not less than one calendar month's notice in writing. The licence charge review usually takes place in April of each year. A Council Tax charge will be added when appropriate.
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Altering the agreement	(4) With the exception of any changes in the licence charge, this Agreement may be altered only by the agreement in writing of both the Licensee and Empanda.
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LANDLORD'S OBLIGATIONS

2. Empanda agrees:

Repairs and maintenance

Repair and structure of the exterior	(1) To keep in repair the structure and exterior of the property.
Repair of installations	(2) To keep in repair and proper working order any installations provided for space heating, water heating and sanitation and for the supply of water, gas and electricity.
Repair of common areas	(3) To keep the project (including common entrances, halls, stairways and all other common areas) in reasonable repair and fit for use.
Repair of furniture	(4) To keep in reasonable repair and fit for use all those items of furniture and fittings supplied by Empanda listed in the inventory of furniture shown in Schedule 1 to this agreement.
Decorations	(5) To keep the interior and exterior of the project in a good state of decoration.
Access to information	(6) To provide the Licensee with information on its housing management policies, including Rent & Service Charge collection, Anti-social behaviour guidance, Health & Safety information and complaints procedure.

THE LICENSEES' OBLIGATIONS

3. The Licensee agrees:

House Rules	(1) To agree and adhere to the house rules.
Charges	(2) To pay the licence charge weekly and in advance.
Use of premises	(3) To use the property for residential purposes as the Licensee's only home where no other address is available to live at and not to operate any business at the property nor to use the property for any illegal purposes.
Nuisance	(4) Not to cause or allow visitors to cause a nuisance to neighbours, staff or other licensees of Empanda.
Illegal drugs	(5) Not to have, use or supply, or allow any visitor to have, use or supply, illegal drugs in the project.
Bail Address	(6) Not to use this address as an address for bail purposes without prior permission from Empanda.

Racial or other harassment	(7)	Not to commit or allow visitors to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation, age or disability that may interfere with the comfort of, or cause offence to, any other licensee, visitors, neighbours or Empanda staff, agent or contractors.
Disruption	(8)	Not to commit, or allow visitors to commit any act which would result in disruption to another licensee's right to peacefully occupy any area within the project or to commit any act that results in harm or loss to any other licensee, visitor or neighbours, or to Empanda's employees, agent or contractors.
Noise	(9)	Not to play, or allow to be played any music equipment or television so loudly that it causes a nuisance or annoyance to neighbours, other licensees or staff.
Pets	(10)	To obtain written consent from Empanda before keeping any animal at the project.
Condition of Interior	(11)	To keep the interior of the Flat or the Room in good and clean condition.
Damage	(12)	To make good any damage to the Flat or the Room or to Empanda's fixtures, fittings and furniture or to the common parts of the project caused by the Licensee or any visitor to the Flat or the Room, fair wear and tear expected, and to pay any costs incurred by Empanda in carrying out such works in default.
Alterations	(13)	Not to remove or make any alterations to the property or any fixtures, fittings or furniture provided by Empanda.
Reporting repairs	(14)	To report to Empanda promptly any disrepair or defect for which Empanda is responsible in the structure, exterior or interior of the property or in any installation therein or in the common parts of the project, or any disrepair or defects in the fixtures, fittings or furniture.
Access	(15)	Without prejudice to Empanda's right of access to the property at any time, Empanda agrees that it will only normally require access for its employees: In order to check on the safety and welfare of the licensee or to ensure compliance with this agreement To inspect the condition of the property or to carry out repairs or other works to the property or adjoining property
Lodgers	(16)	Not to take in any lodger or allow anybody else to live in the Flat or the Room.

Health and Safety	(17)	To comply with any Health, Safety or Fire instructions given by Empanda or their agents and not to engage in conduct which is likely to endanger the health or safety of anyone at the property.
Support	(18)	To make full use of the support services offered by Empanda or other responsible agencies.
Absence from premises	(19)	To inform Empanda in advance, if the Licensee expects to be away from the property for more than 3 days
Ending the Licence	(20)	To give Empanda at least four weeks notice in writing when the licensee wishes to end the licence.
Moving out	(21)	To vacate the Flat or the Room and return all keys of the Flat or the Room and property at the end of the licence and to remove all personal possessions and rubbish and leave the property and Empanda's fixtures and fittings in good lettable condition and repair. Empanda accept no responsibility for any belongings left at the property by the licensee at the end of the licence.
Disposal of goods	(22)	At the end of the licence, the licensee must remove any furniture or belongings which are not the property of Empanda. Should the licensee leave behind any belongings without making prior arrangements to remove them, these belongings will be removed and stored for a maximum of 1 month, depending on capacity for storage. After this period they will be disposed of.
Any abandoned items which Empanda cannot store because of health, hygiene or safety considerations will be disposed of immediately.		

THE LICENSEE'S RIGHTS

4. The Licensee has the following rights:

Occupation	(1)	The licensee has permission to occupy the Flat or the Room for the duration of this licence so long as the licensee complies with the terms of this agreement, unless the right to occupy is temporarily suspended (see section 5(5))
Consultation	(2)	We will consult with the licensee before making changes in matters of housing management or maintenance which are likely to have a substantial effect on the licensee. This includes permanent changes to the House Rules.
Information	(3)	The licensee has the right to information from Empanda

about the terms of this licence and about Empanda's repairing obligations and its policies relevant to supported accommodation.

Complaints

- (4) If the licensee feels that Empanda has broken this agreement or not performed any obligation contained in it, he or she or an advocate acting on their behalf should first complain to Empanda giving details of the breach or non-performance.

The licensee should follow the complaints procedure published by Empanda and available on our website. If Empanda fails to deal with the complaint or, in the licensee's view, continues not to comply with the agreement the licensee or his or her advocate can refer the matter to Norfolk County Council.

Ending the Licence

5. The Licence can be ended as follows:

Grounds for ending licence

- (1) Empanda can end the licence by issuing a written notice. Reasons why a licence may be ended include those set out below:
- I. The licensee has failed to pay the charges that are due;
 - II. The licensee has failed to comply with or breached any of the conditions of this agreement and/or of the house rules;
 - III. The licensee has caused damage to the property, fixtures or fittings or the project to which this agreement refers;
 - IV. The licensee has caused serious or persistent nuisance to other licensees, neighbours or staff or carried out acts of harassment on the grounds of race, colour, religion, gender, sexuality, age or ability;
 - V. Suitable alternative accommodation has been offered;
 - VI. The licensee passes their 25th birthday;
 - VII. The licensee becomes, or is due to become, responsible for a dependent child;
 - VIII. The licensee withdraws from receiving support.
 - IX. Other reasonable grounds as may be notified to the licensee during the course of the licence. If Empanda wishes to introduce new grounds for ending the licence they will first consult with licensees and will only introduce new

grounds having taken into account the licensee's views.

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| Notice period | (2) | Empanda will not normally give less than 28 days notice terminating the licence. The period of notice will be detailed in the written notice, which will also give details of why the notice has been issued. In cases where the licensee fails to comply with a notice Empanda will seek a court order to obtain possession of the Flat or the Room. |
| Appeal process | (3) | Upon receipt of a notice terminating the licence the licensee has the right to appeal against the decision. Appeals will be heard by a panel of managers and support workers. |
| Exceptional circumstances | (4) | <p>In the case of serious disruptive or violent behaviour, or behaviour which could be expected to put other licensees, staff or visitors at risk, Empanda may specify a shorter notice period than 28 days, and the licensee may be required to vacate immediately. In cases where the notice period is accelerated there is no automatic right to appeal.</p> <p>If the licensee refuses to leave voluntarily Empanda reserves the right to evict the licensee without obtaining a court order and is entitled to do so by virtue of this licence being excluded from sections 3 and 5 of the Protection from Eviction Act 1977.</p> |
| Temporary exclusion: | (5) | Following a serious incident Empanda reserves the right to exclude a licensee from the property for a temporary, fixed duration of time whilst investigations take place and measures are introduced. When a licensee is excluded Empanda does not have any automatic responsibility to temporarily house them. |

Additional Specifications to this Agreement

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Licensee's signature:

Date:

Signed on behalf of Empanda:

Date: