

SOUTH WARWICKSHIRE PLATO TRUST

EXCLUDED LICENCE AGREEMENT

This Licence is dated

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It is issued by South Warwickshire Plato Trust to me

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and is an Excluded Licence as defined in the Housing Act 1988, being excluded from the provisions of the Protection from Eviction Act.

In this Licence 'The Property' referred to is

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and its gardens. 'The furniture' denotes the furniture, furnishings and equipment within the property and its gardens.

The Licence Fee is £ per week.

South Warwickshire Plato Trust has the right to vary this sum, as necessary.

1. South Warwickshire Plato Trust and I agree that this Licence is personal to me and cannot be transferred. I am not entitled to allow any other person to use the property.
2. This Licence does not give me exclusive possession of any part of the property, and South Warwickshire Plato Trust is entitled to enter and use the property at any time.
3. In exchange for the obligations I agree to abide by, this Licence gives me the right to use the Property in common with all others authorised to do so by South Warwickshire Plato Trust. As this Licence does not give me exclusive possession of the Property I recognise that staff have access to the Property and may enter it at any time (particularly in an emergency) and otherwise on giving reasonable notice. I recognise that I may be required to move to another room within the property for the better functioning of the house and that I may also be required to move to another south Warwickshire Plato Trust Property for operational reasons. I also understand that South Warwickshire Plato Trust will grant similar licences to others entitled to use the property.
4. The aim and purpose of South Warwickshire Plato Trust is to provide accommodation towards independent living. The property is for use by persons in need of accommodation and support.
5. The Landlord will work alongside the Support Provider by means of a Service Level Agreement in order to assist the Licence Holder to maintain the agreement in respect to the safety and security of the house. All support services are to be provided by an agency commissioned by Warwickshire Supporting People.

6. The Licence Holder has agreed the support services to be included as a condition of occupancy and will accept and make use of the agreed support services. This is provided that South Warwickshire Plato Trust tenant numbers at the time of this Licence being signed do not exceed the level agreed with the Support Commissioning Body.
7. The accommodation at this property is offered on a weekly basis and either party can end this licence at any time by giving the other at least one week's notice in writing to take effect at the end of the week except that I understand that this licence may be brought to an end immediately if I am guilty of any gross misconduct or a significant breach of the conditions of this licence or if:
 - a) The accommodation no longer meets my needs;
 - b) In the opinion of a G.P., Approved Social Worker or a Consultant that I require hospitalisation;
 - c) Suitable alternative accommodation has been offered.
 - d) have accepted it.
8. I agree to abide by the following conditions of this Licence: -
 - a) To pay South Warwickshire Plato Trust the full licence fee or any part thereof as a contribution towards the cost of my occupation of the property. Prompt payment is required at all times. Charges will be reviewed normally on an annual basis. Records of payments are kept and receipts are given of all monies collected. If I am in receipt of Housing Benefit I must request that this be paid to South Warwickshire Plato Trust.
 - b) Not to damage the property, the decorations, furniture or furnishings (except as a result of fair wear and tear).
 - c) To report promptly to South Warwickshire Plato Trust all damage and defects requiring repair.
 - d) To pay for damage caused by me or my visitors, including the misuse of fire equipment.
 - e) Not to alter the property in any way.
 - f) Only to use the property for my personal accommodation.
 - g) Not to use any part of the property for any illegal or unlawful purpose and not to bring drugs, other than those prescribed by a doctor, into the property.
 - h) Not to cause any nuisance or annoyance to other residents, passers-by or occupiers of neighbouring properties, especially with regard to sound amplification, particularly at night between the hours of 10.30 pm and 9.30 am.

- i) To keep the Property clean and do a fair share in cleaning the communal areas of the Property including keeping the gardens tidy and putting refuse out on the appropriate collection days I am aware that the Property will be checked regularly by South Warwickshire Plato Trust to ensure that this clause is met.
- j) Not to install or have installed any telephone lines or equipment in the Property without the written consent of South Warwickshire Plato Trust.
- k) To co-operate with other residents and staff in the responsible running of the Property and comply at all times with reasonable requests made by South Warwickshire Plato Trust staff or designated support staff, and to attend any meetings arranged by them.
- l) To be responsible for my personal possessions none of which are covered by South Warwickshire Plato Trust's Insurance.
- m) Not to act in any way which could result in the Insurance of the Property being void or voidable, or in the premium for it being increased, nor allow anyone.
- n) To comply with all the regulations in the Schedule and to abide by the policy and instructions of the staff with regard to pets, use of alcohol on the premises, parties, guests and overnight visitors.
- o) Not to bring onto, or keep on the premises any television set without a valid and current licence.
- p) To give South Warwickshire Plato Trust promptly a copy of any notice or letter that I receive concerning the Property or its services.
- q) Not to use any form of heating not already provided, and only to use the fuel provided in the accommodation.
- r) Not to change or attempt to change the supplier of any utility services to the Property (e.g. gas, electricity).
- s) To observe all fire and Health and Safety precautions and to participate in fire precaution and instruction and fire drills, when required.
- t) To understand that South Warwickshire Plato Trust staff have spare keys which may be used by them to gain access to the Property.
- u) On termination of this Licence, to return the Property to South Warwickshire Plato Trust in the condition in which I am required to keep it.
- v) At the end of this Licence to carry out an inventory check of my personal belongings with a member of staff. I understand that I will be required to make a contribution towards the replacement of any items missing or damaged.
- w) Upon leaving the Property to remove my belongings immediately. I understand that South Warwickshire Plato Trust has the right to dispose of my belongings if not removed by me within 14 days of the termination of my Licence.

9. South Warwickshire Plato Trust will grant other licences similar to this, giving other people the right to occupy and share the property with me.
10. The termination of this Licence does not cancel any outstanding obligation that I owe to South Warwickshire Plato Trust, but South Warwickshire Plato Trust has no Liability to compensate me for any resulting loss.
11. South Warwickshire Plato Trust operates an Equal Opportunities Policy, which is available for inspection in the Office. Any harassment on the grounds of race, colour, religion, sex, sexual orientation, age or disability which may interfere with the peace and comfort of, or cause offence to, any other Licensee, staff, visitors or neighbours constitutes a breach of this Licence Agreement.
12. If I have any complaints regarding my accommodation, I should speak to the Manager of South Warwickshire Plato Trust and if sufficiently serious I may be asked to put the complaint in writing.
13. If I feel that the complaint has not been resolved to my satisfaction within fourteen days, I should write to the Chairman of South Warwickshire Plato Trust who is: -

Mr P.E. Law
South Warwickshire Plato Trust
Clarence House
Clarence Street
Leamington Spa
CV31 2AD

14. The rules as to service of notices in Section 196 of the Law of Property Act 1925 apply to any notice under this Licence.

December 2008