

**Sturts Community Trust**  
Excluded Licence Agreement

## Excluded Licence Agreement

<b>Licensor's Name and Address and</b>	<b>1</b>	<b>This Agreement (the "Licence)</b> begins on the XXX The Licensor is Sturts Community Trust (referred to as "us" or "we") of Three Cross Road, West Moors, BH22 0NF. You can serve any notices (including notices in legal proceedings) on us at this address.
<b>Time Period</b>		The time period of this Licence is 12 months. The Licence begins on XXX and ends on the XXX
<b>Resident's name</b>	<b>2</b>	The Resident's name is XXX. (referred to as "you").  <b>Your residence at XXX.</b> We grant you a licence for your accommodation which may be shared with another resident or residents to be chosen by us.
<b>Change of Accommodation</b>	<b>3</b>	Your residence may be changed by us if we believe it is necessary for the health, safety or well being of any occupier of the accommodation or the better management of the accommodation. When we require you to move to another accommodation, we will give you as much notice as we reasonably can.
<b>Furniture</b>	<b>4</b>	Your residence contains furniture and fittings which belong to Sturts Community Trust.
<b>The Project</b>	<b>5</b>	The accommodation is used as part of a project which aims to give support and services to people with a learning difficulty and who need the particular support and services available at the accommodation. Your residence is given to you to further the aims of the supported accommodation.
<b>Licence Charge</b>	<b>6</b>	(1) The licence charge ("Licence Charge") for the occupation of your residence and the provision of services at the date of this Licence will be:

Core rent Charge	<b>XXX</b>
Community Maintenance Charge	<b>XXX</b>
Total Licence Charge payable monthly	<b>XXX</b>

- (2) In this Licence the term “Licence Charge” refers to all the charges set out above, as varied from time to time in accordance with this Licence.
- (3) The payment of the Licence Charge is due in advance on the 1<sup>st</sup> of month.

**Changing the Licence Charge**                      7                      We will normally review the Licence Charge once a year and normally on the first Monday of April. We will give you at least 4 weeks’ written notice of any increase or decrease in the Licence Charge and the revised Licence Charge (the “Revised Licence Charge”) will become payable on the date set out in the notice.

**Changing this Licence**                      8                      The terms of this Licence (apart from those relating to the Licence Charge and House Rules) may be changed either:

- (a) with the written agreement from you and us;
- or
- (b) by us after we have:
  - (i) written to you;
    - setting out the changes we wish to make; and
    - giving you such information as we consider necessary to explain why we wish to make such changes and what effect the changes would have on you;
  - (ii) given you a reasonable period of time (we shall tell you what that reasonable period of time is when we write to you) to make representations to us about the changes;

- (iii) considered any representations made by you during that reasonable period of time; and
- (iv) sent or given a notice of variation to you:
  - setting out the changes we are making to the terms of your Licence (the “New Terms”);
  - giving you such information as we consider necessary to explain why we wish to make the New Terms and what effect the New Terms would have on you; and
  - stating the date on which the New Terms will take effect.
- (v) The new terms will not take effect until at least 4 weeks after the notice of variation is sent.

**Right to end the Licence      9**  
**If you do not want to accept**  
**any changes**

If you do not want to continue the Licence on the New Terms or at the Revised Licence Charge, you have the right to end the Licence by writing to us before the New Terms or the Revised Licence Charge take effect  
 Stating:

- (a) you wish to end the Licence on or before the New Terms or the Revised Licence Charge take effect; and
- (b) the date on which the Licence is to end, such date must be on or before the New Terms or the Revised Licence Charge take effect.

**Access                                      10**

As we must have access to your accommodation this Licence does not give you exclusive possession. We and our staff can come into your residence at any time without notice but will use this right with consideration for your well-being and/or the well-being of any other residents of the accommodation.

**Service of Notices by us      11**

Any notice, which we must serve on you to comply

with this Licence shall be validly served if it is addressed to you and delivered to your residence by hand or sent to the accommodation by first class letter and not returned in the post.

**Third Parties**

**12**

Nothing in this Licence shall give any third party any benefit or the right to enforce the terms of this Licence and the parties to the Licence may agree to cancel or vary this Licence in whole or in part without being required to seek or obtain the consent of any third party.

**Complaints**

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We have a procedure for dealing with complaints you may have about any aspect of the service we provide under this Licence. You will be provided with details of the procedure at the start of your Licence and whenever any changes are made to it.

If you are still dissatisfied once the complaints Procedure has been exhausted, you have the right refer the matter to the Independent Housing Ombudsman Scheme.

You can also get advice and information about what you can do in law from the Citizens Advice Bureau, a law centre or from a Solicitor.

**OUR DUTIES**

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We agree:

**Occupation**

(1) To let you occupy your residence

**Water Rates and/or**

(2) To pay any Water Rates and/or Council Tax collected by us from you to the local water company and/or the local authority.

**Council Tax**

**Repair**

(3) To arrange for the repair of the structure and exterior of your residence and the accommodation,

Including:

- the roof, chimneys and chimney stacks.
- drains, gutters and external pipes.

- The windows.
  - The walls, floors and ceilings.
- (4) To repair and keep in working order things which supply the heating, water heating, gas, water and electricity to your residence and the accommodation
- Including:
- The basins, sinks, baths, toilets, Flushing system and waste pipes;
  - the electric wiring, gas and water pipes;
  - water heaters, fire places, fitted fires and central heating.
- (5) To repair the Communal Areas such as entrances, halls, stairways, lifts and passageways.
- (6) To keep in reasonable repair all those items of furniture and fittings supplied by us of this Licence, unless damaged by you.
- (7) To keep the interior and exterior of the accommodation in a reasonable state of decoration.
- (8) To arrange to insure the structure of the accommodation
- Against loss or damage by fire and other risks. (this does not include furnishings and your personal belongings and insuring these items is your responsibility).
- (9) To give you information on our housing management policies.
- (10) To keep to the law in the Data Protection Act 2018 (as amended from time to time) including letting you look at information about you which we hold on our computer, as long as you pay to us a reasonable fee, which will not be more than the maximum fee from time to time decided by Parliament.

**Insurance**

**Information**

**Data protection**

We will also allow you reasonable access to other personal information, which we hold about you, as long as this information was not provided to us in confidence. We will allow you to correct or record your disagreement with the information we hold.

## LICENSEES RIGHTS

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As our Licensee you have the following rights:

### **Right to Occupy**

(1) You can occupy your residence as long as the Licence continues and as long as you keep to the terms of this Licence.

### **Consultation**

(2) You have the right to be consulted on any major changes to the way in which your residence is managed.

## YOUR DUTIES

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You agree:

### **Occupation**

(1) To occupy your residence as your private residence only.

### **Licence Charge**

(2) To pay the Licence Charge.

### **Not to run a Business, Illegal or Immoral Use and Lodgers**

(3) Not to run a business from your residence or the accommodation.

(5) Not to use and ensure people who visit you do not use your residence or the accommodation for illegal or immoral purposes.

(6) Not to take in a lodger or invite anyone else to live in your residence or the accommodation.

### **Causing a Nuisance**

(7) Not to cause, and ensure people who visit you do not cause, or behave in a manner likely to cause a nuisance or annoyance to other licensees or other people residing, visiting or otherwise engaging in a lawful activity in the locality.

- Racial and Other Harassment** (8) Not to commit, or threaten to commit, and ensure people who visit you do not commit, or threaten to commit, any harassment which may interfere with the peace and comfort of, or cause offence to other residents, people residing in the locality or our employees or contractors, on the grounds of race, colour, religion, sex, sexual orientation, disability, marital status or any other reason.
- Threats to Staff** (9) Not to assault, abuse or threaten to assault or abuse our employees or contractors.
- Noise** (10) Not to play, and ensure people who visit you do not play any music, radio, television or musical instrument or make any other noise which causes a nuisance or annoyance to other licensees or other people or can be heard outside your residence or in the accommodation.
- Drugs** (11) Not to keep, use or trade and ensure people who visit you, do not keep, use or trade in prohibited drugs.
- Inflammable and Explosive Substances** (12) Not to use, and ensure people who visit you do not use, or store any inflammable or explosive substances, including (but not only) petrol, paraffin, liquid petroleum or calor gas heaters in your residence or at the accommodation.
- Vehicles** (13a) Not to park, and ensure people who visit you do not park, or allow to be parked at the accommodation or Communal Areas, anything other than a currently taxed and roadworthy motor vehicle, cycle or small van, and not to use your residence, the accommodation, or any Communal Areas for the storage, repair or maintenance of any large



commercial vehicle, caravan, boat or trailer.

Where vehicles are parked, residents must comply with all local authority regulations.

(13b) Not to block, and ensure people who visit you do not block local roadways and other vehicular access.

(13c) Not to park, and ensure people who visit you do not park in any space designated for use by disabled persons unless you or they are a registered disabled person.

## **Access**

(14) Not to try to stop us, our staff or agents coming into your residence for any reason, including (but not only):

(a) to inspect your residence

(b) to repair your residence or any part of it

(c) to carry out any of our obligations under this Licence or which we must do by law

(d) to carry out works and/or improvements to your residence, or any adjoining premises and

## **Notice of Repairs**

(15) To tell us immediately about any repairs that need to be done to your Room, the accommodation or any fixtures, fittings or furniture supplied by us.

## **Looking after your Room, the accommodation,**

## **Any Furniture and Making Good Damage**

(16) To take reasonable care to look after and keep your Room, the accommodation and any of our furniture and fittings in a good condition and to pay us the cost of repairing any damage to your Room the accommodation or any of our furniture and fittings

if the damage was caused by you or your visitors.

**Water Rates**

(17) To pay us if you are asked to do so, the water rates or any other rate, which replaces it on demand.

**Council Tax**

(18) To pay to us if you are asked to do so, the Council Tax or any other tax, which replaces it on demand.

**Pets**

(19) Not to keep any pets in your Room or the accommodation.

**Improvements,  
Alterations and**

(20) Not to make any improvements, alterations or additions to your Room or the accommodation or

**Removals**

remove or make any alterations to any fixtures fittings, or furniture given by us without our permission in writing.

**Graffiti**

(22) Not to write graffiti on any part of your residence or accommodation.

**Health and Safety and  
Fire Instructions**

(23) To keep to any health, safety or fire instructions given by us and not to do anything which is likely to endanger the health or safety of any resident.

**End of Licence**

(24) To give us at least 4 weeks' notice in Writing to end this Licence.

**Leaving**

(25) To move out of your residence and return the keys to your residence and to the accommodation to us at the end of the Licence and take out all your personal belongings and rubbish and leave

your residence and its fixtures, fittings and furniture in good condition. If you leave any of your belongings in your residence or the accommodation after you have returned the keys to us and/or your Licence has ended, we reserve the right to dispose of these belongings after giving 7 days notice to you. We also reserve the right to charge you for the full cost of removing and/or changing locks if you fail to return your keys.

## **Furniture**

- (26) To leave any furniture and other items which belong to us in your residence at the end of this Licence.

## **ENDING THE LICENCE**

- 20** (1) We can end this Licence for any reason by giving you a written notice. We will normally end the Licence in the circumstances set out below:
- (a) You have not paid the Licence Charge
  - (b) You have not kept or have broken any of the terms of this Licence.
  - (c) You have caused damage
  - (d) You have caused serious and/or persistent nuisance
  - (e) Alternative accommodation has been offered to you
  - (i) Your Licence period has ended
- (2) (a) We will normally give 28 days' written notice to end the Licence.
- (b) The notice period will be set out in the written notice, which will usually say why we are ending the Licence.
  - (c) Where there are extreme circumstances including where there is disruptive or

violent behaviour, or where rent arrears occurs we may give less than 28 days' notice to end the Licence.

- (d) The notice we will give will be reasonable in the circumstances.

Your Licence is an Excluded Licence under the Provisions of the Protection from Eviction Act 1977.

## **SIGNATURES**

- (1) This Licence is granted by us on the condition that you have not made any false statements to obtain it.
- (2) This is a legal contract binding on you and on us.
- (3) In signing this Licence you are saying that you have read it (or had it explained to you), that you understand its terms, and that you agree to be bound by them and that you have been given a copy of it.

Your signature:

Our signature:

Name:

Position:

Date:

## **REVIEWS**

DATE	YOUR SIGNATURE	OUR SIGNATURE	POSITION