

And

Castle Road, Boston, Lincs PE21 9QQ

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In this Agreement the following expressions have the meanings given in this clause

**1.1 Communal Areas**

Those parts of the building which can be used by the Group and all other licensees and tenants such as hallways, stairways, entrances, landings, shared gardens, lawns, landscaped areas and in the case of shared accommodation the kitchen and bathroom.

**1.2 Fixtures and fittings**

All appliances and furnishings in the Property including installations for supplying or using gas, electricity or water.

**1.3 Furniture**

All the furniture owned by the Group in the Property as set out in Appendix A.

**1.4 Gardens**

Lawns, hedges, flower beds, trees, shrubs, outside walls and fences.

**1.5 Local Area/Locality**

The site on which the Property is situated (which for the avoidance of doubt includes the adjacent hospital site) including privately owned and housing Group properties. Any other Property owned by the Group and any other place within one mile of the boundary of the site.

**1.6 Partner**

Your partner can include a person of the same sex.

**1.7 Property**

The property details of which are set out on the first page of this Agreement including the Garden where applicable but not any Communal Areas.

**1.8 Relative/Family Member**

Parents, children, brothers and sisters, nephews and nieces, grandparents, grandchildren, aunts and uncles, adopted children, and those persons who would be such if you and your partner were married.

**1.9 We, us, our**

The Group

**1.10 You**

The Licensee, and in the case of joint licensee's any one or all of the licensee's.

**1.11 Live**

This includes staying overnight or for any other temporary length of time

**2 The Licence**

Subject to the provisions of clauses 3 and 4 below you have the right for the Licence Period (in common with the Group and all others authorised by the Group) to use the Property for

the purpose only of a private residence together with the right to any Communal Areas but only in conjunction with the use authorised by this clause

### **3 Licensee's obligations**

You agree and undertake as set out in this clause 3:

#### **The Licence Fee**

- 3.1** To pay the Licence Fee to the Group in advance on Monday of each week the first of such payments (or a proportionate part) in respect of the period commencing on the Start Date of this Agreement (referred to on the first page of this Agreement) and ending on the following Sunday to be made on or before the date of this Agreement
- 3.2** The Licence Fee must be paid by cheque, Direct Debit or via the Group's on line payment system. If you are an employee of United Lincolnshire Hospitals NHS Trust ("the Trust") and the Group may request that you pay the Licence Fee by way of deduction from your salary.

#### **Changes in the Licence Fee**

- 3.3** The Group may increase the Licence Fee on or at any time after the 1<sup>st</sup> April in each year ("The Increase Date") by giving you not less than one month's prior written notice of the increased Licence Fee.

#### **Outgoings**

- 3.4** The Licence Fee is inclusive of the charges set out in Appendix B
- 3.5** You are responsible for the payment of all other outgoing in respect of the Property

#### **Deposit**

- 3.6** You must pay the Deposit to the Group on or before the date of this Agreement
- 3.7** The Deposit is payable to the Group as security for the performance and observance of your obligations under the terms of this Agreement
- 3.8** We will refund the Deposit to you within two months after you have vacated the Property and returned the keys to us but less any deductions made by us to cover:
  - 3.8.1** any unpaid Licence Fee or Council Tax charge; &
  - 3.8.2** the cost of remedying any breach of your obligations under this Agreement; &
  - 3.8.3** any liability incurred by the Group if you fail to vacate the Property on the due date
  - 3.8.4** any sums which you owe directly to the Trust in connection with any services provided by or on behalf of the Trust in connection with this Agreement or the Property generally

If the Deposit falls below the amount specified on the front page of this Agreement you will upon request from the Group pay to the Group any shortfall

## **Rules and Regulations**

- 3.9** You agree to observe and perform the rules and regulations of the Group as set out in the Schedule to this Agreement or such other rules and regulations as the Group shall from time to time notify you of in writing

## **Furniture**

- 3.10** Any furniture which is included with the Property is listed at appendix A of this Agreement.

## **4 Termination**

- 4.1** The rights granted in clause 2 of this Agreement are to determine without prejudice to the Group's rights in respect of any breach of the undertakings contained in clause 3 of this Agreement:
- 4.1.1** Immediately by us giving notice in writing to you at any time following any breach by you of the undertakings contained in clause 2; and
  - 4.1.2** On either party giving not less than one week's notice in writing to the other to expire on a Sunday
  - 4.1.3** Immediately if you become bankrupt or have an interim receiver of your property appointed;
  - 4.1.4** On the date of the expiry of the Licence Period.

## **5 General**

- 5.1** The benefit of this licence is personal to you and is not capable of being assigned.
- 5.2** You may invite other people to live with you provided that:
- 5.2.1** You obtain the written permission of the Group; &
  - 5.2.2** Not more than the number of people stated at page 1 of this agreement will be living at the Property; &
  - 5.2.3** No payment is involved.
- 5.3** Any obligation on you in this Agreement extend to including your family (including children) and any other person including Relatives or friends who are living at or visiting the Property.
- 5.4** We will provide you with as much notice as is reasonably possible in the event of us receiving notice of a proposed interruption to the provision of any utility service either by a statutory undertaker or by the Trust (or any successor in title to the Trust) but we will not be held liable for any disruption or discontinuance to the provision of utilities which is outside of our control
- 5.5** We may enter the Property at any time and will retain a key for this purpose.

- 5.6 Subject always to paragraph 6.1 of the Schedule we are responsible for keeping the Gardens in a neat and tidy state by cutting the lawns, keeping weeds under control and trimming the hedges.
- 5.7 We may substitute reasonable alternative premises for the Property at any time although we will endeavour to give you as much advance notice as possible if a change is necessary.
- 5.8 We give no warranty that the Property is legally or physically fit for the purposes specified in clause 1
- 5.9 None of the provisions of this Agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Agreement
- 5.10 If you fail to vacate the Property on the date and time when you are due to leave you will be responsible for indemnifying the Group against any loss, costs, claims, demands and expenses which the Group incurs due to your failure to give vacant possession.
- 5.11 Termination of this Agreement ends the Agreement but does not release you from any outstanding obligation.
- 5.12 You must promptly give to the Group a copy of any notice, order or legal proceedings relating to the Property received by you from any superior landlord, government department, local or public authority or other party.
- 5.13 You must send any notices to the Group by hand or by post to

**Progress Living**

**Accommodation Office**

**Pilgrim Hospital**

**Sibsey Road**

**Boston PE219QQ**

**0345 1303786**

**unless we notify you in writing of a different address.**

- 5.14 We will deliver all letters and notices to you by hand or send them by post to your last known address.
- 5.15 We will assume that you have received all letters and notices within 72 hours if we have posted them or within 24 hours if delivered by hand.
- 5.16 We will consider your last known address to be the Property this agreement relates to unless you have notified us in writing of a new address.

- 5.17** We reserve the right to pass on to other housing agencies (including other registered social landlords, local authorities, the Trust, Police and the Benefits Agency or others authorised by them or their successors) any information held by us (whether that information is held on computer or not) that we consider it is appropriate for us to release
- 5.18** If you have a query regarding this Agreement it should be addressed in the first instance to the following person or such other person as we notify you of in writing:

**Position      Head of Progress Living**

**Address      Progress Living**

**Accommodation Office**

**Pilgrim Hospital**

**Sibsey Road**

**Boston    PE219QQ**

**0345 1303786**

## **The Schedule**

### **Rules and Regulations of the Group**

#### **1 Use**

- 1.1** You must use the Property only as a private dwelling.
- 1.2** You must not carry on any profession trade or business whatsoever at the Property.

#### **2 Repair and Condition**

- 2.1** You must use the Property and any contents belonging to the Group carefully and properly and you agree not to damage them.
- 2.2** You must keep the Property clean and tidy and clear of rubbish during the Licence Period
- 2.3** You are responsible for paying to the Group the cost of making good any damage to the Property or any Fixtures and fittings or Furniture owned by the Group. If you do not do so the Group may carry out those repairs and you will be responsible for the costs incurred by the Group.
- 2.4** You must not do any of the following:
  - 2.4.1** Sell, rent or give away any of the Furniture.
  - 2.4.2** Deliberately damage or vandalise the Furniture.
  - 2.4.3** Remove any of the Furniture from the Property without first obtaining the written permission of the Group.
- 2.5** When you move out of the Property you must leave the Property, the Fixtures and fittings and Furniture in a good clean and tidy state of repair and condition. The Group will inspect the Property, the Fixtures and fittings and the Furniture before you leave and you will be charged for broken or damaged items or for any work carried out by the Group to remedy any breach of this obligation.
- 2.6** You must remove all furniture not owned by the Group, personal belongings and rubbish from inside and outside the Property when you leave the Property. If you do not the Group will charge you for its removal.
- 2.7** The Group will not be held responsible for any furniture not owned by the Group, personal belongings or goods left in the Property.
- 2.8** You must leave all the contents which belong to the Group in the Property in the same rooms and positions as at the start of this Agreement
- 2.9** You must permit the Group (including its contractors employees and agents and any superior landlord to the Group) to have access to the Property on demand to inspect the state of repair and condition of the Property or room that you occupy.

#### **3 Alterations and Decoration**

- 3.1 You must not make any alteration to the Property or to any Communal Areas.
- 3.2 You must not decorate or change the décor of the exterior or interior of the Property without the prior approval in writing of the Group

## **4 Communal Areas**

- 4.1 You must not bring into the Property or any Communal Areas any furniture without the prior consent in writing of the Group.
- 4.2 You must co-operate with the Group to keep all Communal Areas clean, tidy and free from obstruction.

- 5 You must not store anything in any Communal Areas.

## **6 Garden**

- 6.1 You must not do any of the following:
  - 6.1.1 Store rubbish, furniture or appliances in the Garden area. The Group has the right to remove any of these items and charge you for the work.
  - 6.1.2 Damage or remove trees, hedges or fences without first obtaining the written permission of the Group.
  - 6.1.3 Put up a greenhouse, garden shed or other structure without first obtaining the written permission of the Group.
  - 6.1.4 Throw anything from your windows, landing or staircase.

## **7 Parking**

- 7.1 You must not do any of the following:
  - 7.1.1 Park any vehicle at or near the Property except on a public road driveway or paved area intended for parking.
  - 7.1.2 Park anywhere that would obstruct emergency services
  - 7.1.3 Park any illegal or unroadworthy vehicle on any land at or near the Property or on the road.
  - 7.1.4 Drive any vehicle over any area not intended for vehicular access.
  - 7.1.5 On any part of the adjacent hospital site without first obtaining the prior approval or consent in writing of the Trust (including any successor in title to the Trust).

## **8 General**

- 8.1 You must take proper precautions to prevent the escape of water in or from the Property.



- 8.2** You must not use portable oil or paraffin heaters in the Property.
- 8.3** You must not store flammable materials or gas at the Property or in any Garden areas and you must not put noxious or damaging substances into the sinks, baths, lavatories, cisterns or waste or soil pipes in the Property or allow them to overflow.
- 8.4** You must not keep any animals at the Property except Guide Dogs for the Blind or Hearing Dogs for the Deaf notice of which must be given to the Group in writing. You must not allow animals to foul in the Communal Areas at the Property or on any public area in the locality. You must remove and dispose of any animal faeces from your Garden frequently and hygienically.
- 8.5** You must not allow rubbish to be left outside the Property other than in proper receptacles.
- 8.6** You must not use the Property for any noisy offensive dangerous illegal or immoral purpose nor to gamble or bet in them.
- 8.7** You must not hold on the Property a political meeting public show spectacle or sale by auction.
- 8.8** You must not allow in the Property any machinery or equipment which is not appropriate for the use authorised in paragraph 1 of this Schedule or which causes noise or vibration which can be heard or felt outside the Property.
- 8.9** You must not hang on the outside of the Property any flowerbox, flowerpot or similar object or any clothes or other articles.
- 8.10** You must not leave the entrance doors of the Property open.
- 8.11** You must not use in the Property any electrical device which is not fitted with an effective suppressor.
- 8.12** You must not use any television in the Property without holding a television licence.
- 8.13** You must not change any of the locks of the Property or have any duplicate keys made without the Group's prior written permission.
- 8.14** You must not interfere with obstruct or cause disruption to emergency vehicles requiring access to the adjacent hospital site or to the operation of hospital services.
- 8.15** You must not display any sign in the Property which is visible from outside the Property.
- 8.16** You must not stop-up darken or obstruct any window light or way to the Property.
- 8.17** You must not erect any external aerial or satellite dish at the Property.
- 8.18** You must not do any of the following:
- 8.18.1** Cause a nuisance or annoyance to other persons in the Local Area or to any other tenant or employee or contractor of the Group
- 8.18.2** Cause a nuisance or annoyance to the adjacent hospital site

**8.18.3** Examples of nuisance and annoyance include loud music/TV, arguing, door slamming, being drunk in public, blocking access to the hospital site or the Property, dumping rubbish, dog barking and fouling

**8.18.4** Harass any person in the Local Area or any other licensee tenant or employee or contractor of the Group.

**8.18.5** Examples of harassment include

- (a) Behaviour whether by expression or act on the grounds of race, nationality, sexuality, gender, religion or disability
- (b) Damaging or threatening to damage another persons home or possessions
- (c) Writing abusive threatening or insulting graffiti
- (d) Doing anything that interferes with the peace, comfort, enjoyment or convenience of anyone living in your Local Area

**8.18.6** Carry on any criminal, immoral or illegal activity including selling or using illegal or controlled drugs or other substances in your Local Area.

**8.18.7** Use violence or threaten violence towards any person in your Local Area.

**8.18.8** Harass or use mental, emotional, physical or sexual abuse to make anyone who lives with you leave the Property.

**8.19** You must not leave the Property vacant or unoccupied for more than four (4) weeks without serving prior notice of the same on the Group.

**8.20** You must not install a telephone line or hard wired internet connection at the Property. Telephone and internet connections are available through the Group's nominated supplier.

## **APPENDIX A INVENTORY**

## **APPENDIX B**

## LICENCE FEE SCHEDULE

### **Single Accommodation**

1. Charge for using the accommodation
2. Water and sewerage
3. Heat power and light
4. Buildings insurance
5. Use of internal telephone system

### **Family Accommodation**

1. Charge for using the accommodation
2. Buildings insurance
3. Use of internal telephone system