

## **2. Our Responsibilities**

- |  |   |
|--|---|
| <b>(a) Moving in:</b>                                | We will let you move into the Accommodation on the date that this Licence begins.   |
| <b>(b) Repair of Exterior:</b>                       | We will keep the structure and exterior of the Accommodation in repair.   |
| <b>(c) Repair of service installations</b>           | We will keep the installations provided for space heating, water heating, and sanitation for the supply of water, gas and electricity repair and proper working order.  |
| <b>(d) Repair of common parts:</b>                   | We will keep the Building (including all common/communal facilities, stairs, passageways, rubbish areas, security systems (including lighting and heating) in reasonable repair.  |
| <b>(e) Decorations</b>                               | We will decorate the outside and interior of the Accommodation in accordance with our prevailing policy for re-decoration.  |
| <b>(f) Providing information:</b>                    | We will give you information on our housing management policies in line with any guidance from Homes England.   |
| <b>(g) Insuring the Structure of your home:</b>      | We will insure the structure of the Accommodation and the Building against loss or damage, which we think, needs to be covered. (This insurance will not cover your personal or all other items owned by you so you should take out your own insurance for these, and also for any other losses for which you may be liable). |
| <b>(h) General Support and Counselling Services:</b> | We will provide you with the services set out in Schedule 2.  |

## **3. Your Responsibilities**

- (1) **When your responsibilities start:** You will be responsible for the Accommodation as soon as the Licence starts. You must not allow other people to occupy or stay in the Accommodation, including overnight. Visitors will not be permitted.
- (2) **Charges** You are responsible for paying the Licence Fee due every Monday for the week ahead.
- (3) **Using The Accommodation:** You must not use the Accommodation or the Building for immoral or illegal purposes or commit a criminal offence in or near the Accommodation or the Building. You must not use the Accommodation or the Building to run a business.
- (4) **Nuisance:** You must not cause or do anything that would be likely to cause a nuisance or annoyance to your neighbours, other occupiers, or those visiting, or carrying out unlawful activity near the Accommodation or the Building.
- (5) **Harassment:** You must not harass or threaten any staff, other occupiers of the Building, members of their household, visitors or neighbours in any way, including but limited to on account of their race, colour, religion, sex, sexual preference, or disability. You must not allow people visiting you or residing with you to do this either.
- (6) **Disruption:** You must not do anything which disrupts other occupants of the Building. You must not threaten to commit, or to commit any act, which results in physical harm to any other occupier, member of staff, visitor, neighbour or someone visiting or carrying out a lawful activity in the vicinity of the Accommodation or the Building. .
- (7) **Noise:** You must not play or allow to be played any appliance, such as a radio, television, hi-fi or musical instrument or cause or allow to be caused any noise so loud that it is a nuisance or annoys neighbours or can be heard outside the Accommodation or the Building.
- (8) **Drugs:** You must not have, or allow anyone else to have, illegal drugs or controlled substances, or any drug paraphernalia in the Accommodation or the Building.
- (9) **Pets:** You must gain our permission to keep a pet with you in the accommodation.
- (10) **Condition of the Accommodation:** You must keep the inside of the Accommodation clean and in good condition; checks of the Accommodation will be carried out for **Health and safety reasons**.
- (11) **Damage to the Accommodation/ Building/ fixtures and fittings:** If you damage the Accommodation, the Building or our fixtures and fittings, including the furniture listed in Schedule 1 of this agreement, or the communal areas, you must repair the damage or replace the damaged item. **(This does not include fair wear and tear)**. If you do not repair the damage we may charge you for any costs we have to pay to get the damaged repaired or the cost of the replacement.

- (12) **Reporting repairs:** You must tell us immediately if the Accommodation needs repair or has a fault that we are responsible for.
- (13) **Alterations:** You must not make any alterations to the Accommodation or the Building, including any fixtures, fittings, or furniture, or to the structure of the Accommodation or the Building.
- (14) **Health and Safety:** You must comply with the health, safety or fire instructions given by us and/or displayed in the Building and must not do anything to which is likely to endanger health or safety of any other occupier, member of staff, visitors or neighbours.
- (15) **Hazards:** You must not store or bring into the Accommodation or the Building any paraffin, oil, gas, petrol, or any other stoves or heaters for the use of such fuels and you must not use any ways or methods of heating and cooking other than those provided by us. You must not have any naked flames in the Accommodation or the Building, such as candles as this is a serious fire risk.
- (16) **Letting us into the Accommodation:** You must allow us, our staff, including any independent support providers, and our agents (including ForViva) unrestricted access to the Accommodation.
- (17) **Transferring:** This Agreement is personal to you and cannot be transferred to any person. Any attempt to transfer this Agreement or pass on the keys to the Accommodation to another person will be treated as breach of this Agreement.
- (18) **Over- crowding:** You are the only person who is permitted to occupy the Accommodation pursuant to this licence.
- (19) **Occupying the Accommodation:** You must not take a lodger or allow anyone else to occupy the Accommodation.
- (20) **Ending this agreement** To give us at least 28 days notice in writing if you wish to end this Licence. If you are absent for one or more nights, unless prior arrangements have been made with staff, it will be assumed that you are no longer occupying the Accommodation and we will terminate this Agreement and take back possession of the Accommodation.
- (21) **Moving out:** You must move out of the Accommodation at the end of this Licence. You must remove all your personal possessions and rubbish and leave the Accommodation and our fixtures and fittings in good condition. We will not be responsible for anything you leave behind at the end of the Licence. All belongings that are left behind will be disposed of after 7 days have elapsed without further contact with you. We reserve the right to charge you for any costs that we incur in storing any of your belongings.
- (22) **Communal Areas:** You must not damage or obstruct the communal areas of the Building and you must not cause a nuisance to your neighbours or to anyone else who might be affected, including visitors and our staff or contractors.

- |                                    |  |
|------------------------------------|--|
| <b>(23) Safety and Protection</b>  | You must not do anything which could invalidate our insurance policies.  |
| <b>(24) Motor vehicles</b>         | You may only use the communal car park, to park a private motor vehicle, once you have provided us with up to date documents such as a valid MOT certificate, insurance documents, and valid road tax confirmation. We also require verification that you hold a current driving licence.  |
| <b>(25) Giving us information:</b> | You must make sure that you tell us everything we need to know about your financial situation and housing needs before we grant this Licence. If the Licence starts and we then discover you have given us false information we may terminate this Licence.  |
| <b>(26) House rules</b>            | You must abide by the Code of Conduct summarised in Schedule 3 of this agreement.  |
| <b>(27) Council Tax:</b>           | You may be responsible for paying a share of council tax as listed in the License Fee on Page 2.   |
| <b>(28) Engaging support with</b>  | The provision of support, both in accordance with Schedule 2 of this Agreement and by any other independent support provider, is integral to the aims of the Project and the purpose of the Accommodation. You must engage with the support provided and offered to you by ForViva in conjunction with the Accommodation, including but not limited to the support as set out in Schedule 2 of this Agreement. |