

## 2023

## Licence Agreement

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**Derby City Council**

**Children's Staying Close Supported Accommodation Services**

**Children’s Integrated Services**

**NAME / ADDRESS OF ACCOMMODATION**

Flat number:-

Address:-

Postcode:-

Appendices:

1 - Television Document

2 - Key Document

3 – Consent Document 2



## Equitable Licence Agreement

## **2023**

This licence agreement explains how and why you have been given permission to stay at a **ADDRESS OF ACCOMMODATION**

It describes the rights and responsibilities of **You** (known as the **Licensee**) and Children’s Staying Close Supported Accommodation Services Derby City Council.

This agreement is between

Derby City Council Children’s Staying Close Supported Accommodation Services (Also referred to as **“We”** or **“Us”**)

and **Name**

(also referred to as “**The Licensee”** or **“You”**)

in respect of

Room

(“Your flat”)

**1st Floor**

At

**ADDRESS OF ACCOMMODATION**

(also referred to as **“The Property”**)

Stairway/hallway leading to and from and any other common parts of the **property**.

**The property** is furnished in accordance with attached inventory, attached as **Schedule 1** of the agreement.

**Aims of the Service:**

To support young people in the transition between being ‘Looked After’ by Derby City Council and living independently.

To enable the young people to live more successfully when independent.

**Care and Support Services**

We will provide you with the support services in connection with the aims and objectives.

The services you can expect are attached as **Schedule 2.**

**This agreement begins on : ………………………………….**

**A - GENERAL TERMS**

It is agreed as follows:

Gas, Electricity, Tv Licence, Water Rates & Council Tax

**We** will pay the water rates and other charges for the property.

**Service of Notices (Section 48 of the Landlord and Tenant Act 1987)**

**You** may serve any legal notices and any other communication arising from this agreement of **the property** to the following address:

**Derby City Council**

**The Council House**

**Corporation Street**

**Derby**

**DE1 2FS**

Any legal notice served by **Us** on you or any other communication arising from this agreement will be properly served if it is handed personally to you or if sent to you by ordinary post or recorded delivery post or delivered to your room.

**Altering the agreement**

This agreement can and will be amended as and when required. Both parties will be required to agree and sign the new licence document, should changes be required.

**B - Our Responsibilities**

**We** agree to allow you to live at **ADDRESS OF ACCOMMODATION.** at the start of the licence and receive the services as detailed in **Schedule 2.**

**We** will not interrupt or interfere with your right to peacefully occupy your room **except** where –

1. **We** require access to inspect the condition of your room or the property or to carry out repairs or other work.
2. **We** require access to provide support services or any of the services listed above.
3. **We** require access in an emergency.
4. **We** have reasonable cause for concern about your health and safety.
5. **We** require you to move to another room, **we** will only do this for good management reasons that will be explained to you.
6. The licence is brought to an end under the terms of this agreement.

**Repair of the structure and exterior of the property**

**We** will keep in reasonable repair the structure and exterior of your room and the property including:

1. Drains, gutters and external pipes.
2. The roof.
3. Outside walls, doors, window sills, window catches, sash cords and window frames including painting and decoration.
4. Internal walls, floors, ceilings, fire doors and door frames, door hinges and skirting boards.
5. Chimneys, chimney stacks and flues.
6. Pathways, steps and other means of access.
7. Plasterwork.
8. Internal stores.
9. Boundary walls and fences.

**Repair of installations**

**We** will keep in reasonable repair and working order any installations provided for space heating, water heating and sanitation and for the supply of water, gas and electricity including:

1. Basins, sinks, baths, toilets, flushing systems, waste pipes.
2. Electric wiring (including sockets and switches), gas, water pipes.
3. Water heaters, fireplaces, fitted fires, central heating.

**Repair of fixtures fittings and furniture:**

**We** will keep in reasonable repair all internal and external fixtures and fittings, furniture, cooking and washing appliances provided by **Us**.

**Internal decorations**

**We** will keep the interior of your room and the property in a reasonable state of decoration.

**External decorations**

**We** will keep the exterior of the property and common parts in a good state of decoration.

**Target times for repairs**

Derby Homes has their own target times for repairs and **ADDRESS OF ACCOMMODATION** will be covered by their policy and target times.

**Insurance:**

1. **We** will insure the property for the full reinstatement value. If **we** make an insurance claim **we** do not have any obligation to reinstate or rebuild the property.
2. **We** will insure furniture, fixtures and fittings owned by Derby City Council Children’s services.
3. **You are responsible for informing us of any items of value that you would like to be included within Derby City Council Children’s Services Furniture, Fixtures and fittings insurance. Alternatively, you will be responsible for insuring your personal possessions.**

**A. Your Responsibilities**

In signing this agreement you agree to live in your room and at **the property** from the start of the licence and receive and participate in support services which are outlined in **Schedule 2.**

**Use of your room and the property**

1. You agree to use your room and the property for residential purposes only.
2. You agree not to use your room or the property for illegal or immoral purposes.

- *If any illegal (against the law) or ‘immoral (this can include items which may cause offence or drug paraphernalia)’ items are found in your room they may be removed and potentially destroyed.*

**Visitors**

1. You are responsible at all times for the conduct of your invited visitors.
2. All first time visiting professionals must produce photographic identification.
3. Your visitors must be accompanied by you at all times both in your room and in communal areas.
4. All visitors must leave the premises by 11pm
5. No overnight visitors.
6. Management and staff reserve the right to refuse visitor access.
7. Staff have the right to request how many visitors you are allowed to have visiting the property.
8. If visitors refuse to leave the property or banned visitors enter the premises we reserve the right to call the police for assistance.
9. It is at management discretion as to whether former children’s home residents can visit the property.

**Nuisance**

You and your invited visitors must not cause nuisance or annoyance to;

1. Any other resident, of the property.
2. To any persons in the neighbourhood.
3. To any member of staff
4. To any contractor employed by the community.

**Racial and other harassment**

You and your visitors are expected to respect others at all times. Any harassment on the grounds of race, colour, religion, sex, sexuality, or disability will not be tolerated, and will incur a warning and/or police intervention.

**Noise**

1. You must not play, or to allow invited visitors to play, any music, radio, television or musical instrument so loudly that it causes nuisance or annoyance or can be heard outside the flat or premises between the hours of 11.00 p.m. and 7.30 a.m.
2. You must not use electrical, mechanical, do-it-yourself or other equipment so that it causes nuisance to others.

**Disruption**

**You**, or **your visitors**, must not commit any act which results in serious disruption or physical harm to the other building resident’s, staff members or contractors employed by Derby City Council.

**Pets**

You must not bring any pets or other animals into the **property**.

**Alterations**

You must not remove or make any alterations or adaptations to the property or any fixtures, fittings or furniture provided by Derby City Council Children’s services without prior agreement.

1. You must not cause, or allow invited visitors to cause, damage to the property or its contents.
2. You must make good any damage to the property caused by you or invited visitors. However, fair wear and tear is to be expected.

**Cleanliness**

There is an expectation that you will keep your flat reasonably clean and tidy, in line with your life skills programme. Your support workers can help you with this.

**Engagement**

To facilitate support sessions which you must engage with weekly if you are in education, training or employment – or otherwise termed ‘purposeful activity’. These support sessions may be at a **ADDRESS OF ACCOMMODATION** or at an alternative location as determined by your individual schedule of support.

**Reporting repairs**

All repairs or defects within your flat such as furniture, fixtures or fittings for which we are responsible, should be reported to us promptly.

**Access**

1. You must allow access to the staff or contractors acting on behalf of **Us** for the purpose of inspection, servicing and maintenance of your property.
2. You must allow access to the staff in order to provide the support services detailed in this agreement.
3. You must allow access at all times to the staff or contractors to the communal areas within the property.
4. We will normally give some notice when access to the property is required, but immediate access may be required in an emergency.

**Lodgers and subletting**

You must not take in a lodger or allow anyone else to live in the property.

**Health and Safety**

You must comply with the rules for fire safety and for other health and safety matters, which are attached in **Schedule 3**, at the property and not to engage in any conduct or activity which is likely to endanger the health and safety of the other local residents, visitors, staff or any other persons in the locality.

**Staying Close Supported Accommodation Properties of Derby City Council Children’s Services operate a non-smoking policy.**

**Absence from your property**

You must inform the staff, in writing and in advance if you intend to be away from your property for more than a week at a time.

**Abandonment**

You must not abandon your property*.* If you fail to occupy the room for a **period of more than fourteen days** and we have evidence that the properety has been abandoned, then **we may take possession of the property**.

In these circumstances, we may end the licence by issuing written notice at the property or at your last known address.

**Property rules**

You must comply with the Staying Close programme which is attached as **Schedule 4** of this agreement.

These guides exist in order to achieve the aims and objectives of the project.

**B - Licensees Rights**

You have the following rights:

**Right to occupy**

You have the right to occupy the property without interruption or interference from Derby City Council Children’s services for the duration of this agreement (except for the obligation to give access to the staff or contractors) so long as:-

1. You comply with the terms of this agreement and have proper respect for the rights of the local residents, staff, neighbours and other persons in the locality;

or

1. You are required to move to another property for good management reasons.

**Right to consultation**

You have the right to be consulted before **we** make any changes in property management, maintenance and support that are likely to substantially affect you.

**Right to complain**

We operate a full complaints procedure which you can access through a support worker. Full details of the complaints procedure are attached as **Schedule 5.**

If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to complain to an independent advocacy service.

**C - Ending the Licence**

**By the licensee (or you)**

If waiting for a property please inform **us** of the target date for moving in writing.

**Moving out**

You must give **us** vacant possession and return all keys to your transition staff on or before the day the notice expires. You must clear all rubbish and leave the room, furniture, fixtures and fittings in a reasonable condition.

**We** accept no responsibility for any belongings you leave behind and may dispose of them.

**Ending the license by Us**

**We** can end the licence by issuing you with written notice for one or more of the following reasons:

* You continue to occupy the property after the agreed date of leaving has passed.
* You are not living at the property as your main home; this includes abandonment of your property.
* You no longer need the special amenities and support services provided.
* You have displayed violent behaviour to other residents, staff or contractors employed by Derby City Council.
* You or your invited visitors have been guilty of conduct which causes or is likely to cause nuisance or annoyance the other resident or the community.
* Suitable alternative accommodation has been offered.
* You have broken or failed to perform any of the conditions of this agreement.

We agree that we will normally give not less than 28 days’ notice to terminate the licence as detailed in **Schedule 6**

**Serious nuisance, disruptive or violent behaviour**

In the case of serious nuisance, disruptive or violent behaviour or harassment **we reserve the right to ask you to leave immediately**.

**Signature of the parties**

Signed on behalf **Derby City Council**.

**Steven Stockley**………………………………………………………… **(Name)**

...................................................................................... **(Signed)**

Registered Service Manager……………………………………… **(Position)**

……………………………………………………………………………………Date

Signed by the **licensee or You**

……………..…………………………..…………………………………… **(Name)**

……………………………………………………………………………….. (Signed)

………………………………………….……………………………………Date

**Schedule 1 – Inventory.**

**Fitted kitchen** - including

Electric Cooker

Washing machine

Fridge/ freezer

Table and chairs

Fire blanket

First Aid Kit

The **Bedroom** comprises of:

Bed

Chest of drawers

Wardrobe

Roller Blind

Bedside table

Mirror

**Various other fixtures**

Roller Blinds

Lightshade

Pictures

Curtains/Blinds

Ornaments

Lamp

Rug

Vacuum Cleaner

Ironing board

TV and TV stand

**Schedule 2 – Expectations of Us.**

1. Assist in moving into a semi-independent Staying Close home of a **ADDRESS OF ACCOMMODATION**
2. To provide Staying Close programme . *The Staying Close programme will assess your ability to sustain your own tenancy and live independently*. In the event this work is not completed, no firm recommendation will be made and alternative accommodation could be sought for you.
3. To facilitate support sessions which you must engage with.
4. The frequency of sessions may be adjusted in agreement between **us** and the **licensee** according to individual needs.
5. Failure to adhere /engage with the life Staying Close programme will result in a meeting with your support workers and management to discuss the viability of continuing your tenancy.
6. Support will be given in identifying when you are ready to move on from a Staying Close Services Supported Accommodation property.
7. Support and assistance will be given in applying for suitable housing.
8. Support given to move out of the accommodation.

**Schedule 3 – Health and Safety.** 12

It is your responsibility:-

1. To keep **your** accomodation and communal parts of the property clean and tidy, and this includes not obstructing the hallways and fire exits.
2. To ensure that you have given Staying Close Services a current contact number on which to reach you for welfare check purposes.
3. To comply with all fire regulations.
4. To ensure that all cigarettes, candles and incense sticks are correctly and completely extinguished after use or when leaving the property.
5. To use any safety equipment provided (for example fire blanket, fire extinguishers) within the recommended guidelines and not to tamper or remove any smoke detectors fitted in the property,
6. Turn off all electrical appliances, especially hairs straighteners or irons, when not in use.
7. Use all electrical appliances within the recommended guidelines.
8. Do not use any form of chip pan other than a deep fat fryer.
9. All hazardous substances are to be stored correctly and in the containers they were purchased in (for example cleaning fluids).
10. To secure the property by closing all windows and locking doors when entering and leaving the property.
11. Do not let anyone one else’s visitors into the property.
12. Report any repairs to the property, both inside and outside, as soon as possible to Staying Close Services**.**
13. All prescribed medications must be stored in a safe place.
14. Do not store any flammable or explosive materials in the property.

**IN ALL CASES OF EMERGENCY PLEASE CALL 999 AND REQUEST THE REQUIRED SERVICE AND INFORM STAFF.**

**IN CASE OF FIRE ALARM SOUNDING PLEASE LEAVE THE PROPERTY IMMEDIATELY.**

**Schedule 4 – Property Rules.**

**FAILURE TO ADHERE TO GROUNDRULES COULD RESULT IN TRIGGERING THE WARNING SYSTEM AND / OR IMMEDIATE EVICTION**

1. No illegal activities on the premises – this includes drugs, underage alcohol, theft, criminal damage, violent and / or threatening behaviour.

2. Staff reserve the right to request police assistance in the case of the above.

3. **No overnight guests (unless by prior agreement with transition workers)**. Visitors are welcome with an expectation to leave the property by 11:00pm

This may be amended, subject to your social worker agreement.

4. Young people must stay 4 nights per week unless prior agreement has been sought. It is classed as abandonment of bed after 14 days, unless a holiday has been negotiated with staff.

5. Young people are to be considerate of the neighbours at all times; for example to be aware of noise levels, excessive visitors, and proper disposal of rubbish.

6. Visitors to the property are your responsibility. They need to leave by stated times.

7. Young people are expected to treat visitors and staff with respect at all times.

8. Young people to attend Staying Close programme meetings as and when required.

9. Young people are expected to take responsibility of their own keys, a replacement charge for keys will be applicable should you lose these.

10. Staff retain the right to enter your property to ensure the health and safety of the building and local residents.

11. Social Workers reserve the right to view your property during statutory visits.

12. No pets.

**Schedule 5 - Ending your License agreement**

When you end your License Agreement and move out, we expect you to leave the property in good condition.

You must pay any money you owe us in full.

**Schedule 6 – Residents over the age of 18**

**ADDRESS OF ACCOMMODATION** accommodates young people aged 16-21 on the Staying Close programme. Where your agreed pathway is for you to remain accommodated post 18 you may be required to:

1. Consent to a DBS check.
2. Make a claim for benefits.
3. Engage with the Leaving Care Service.
4. Sign a Tenancy agreement

Failure to do any of the above may result in eviction from the premises.

**Schedule 6 – Complaints procedure.**

If you don’t like the way you are being treated, or the support given by Children’s Services in relation to a **ADDRESS OF ACCOMMODATION**

You can speak to **Steven Stockley** (Registered Service Manager) **Telephone: 01332 956873**

**Should you feel that your complaint has not been dealt with:**

1. You can contact **Johanna Barker** (Deputy Head of Service) **Telephone: 01332640264**

**If you still feel that your complaint has not been dealt with (under 18’s only)**

**2.** You can contact Derby Children’s Rights Service.

An independent advocate won’t tell you what to do, but they will encourage you to speak out for yourself and help you understand your options. If you are not able to do so, your advocate will communicate for you in the way that you agreed. If you would like to speak to an Independent Advocate, please contact The Children’s Rights Service on **01332 294534**.

**Schedule 6 – Warning system.**

**We** reserve the right to implement the following warning system if you fail to adhere to Staying Close programme

VERBAL WARNING

|

|

1ST WRITTEN WARNING

|

|

2ND WRITTEN WARNING

|

|

FINAL WARNING

|

|

NOTICE TO LEAVE PROPERTY WITHIN 28 DAYS.

**Please note that in the case of serious nuisance, disruptive, violent behaviour or harassment we reserve the right to ask you to leave immediately.**

**PROCESS OF APPEAL**

You have the right to appeal against any warnings made against you, this should be done within 7 days of the warning being issued and your support worker can assist you with presenting your case.

No appeals will be considered after the 7-day period has elapsed. Management will endeavour to deal with your appeal as quickly as possible. Management’s decision will be final.

**Appendices:**

**1 - Television**

This is to certify that I, **Name** have received a flat screen television for my room/flat whilst I am accommodated at **ADDRESS OF ACCOMMODATION**: date

The television is property of **Derby City Council, Children’s Services,** and should not leave the allocated property for any reason. You will be held responsible for any damages or theft of any television on the premises you should be aware that you may be charged monies to recover the cost for a replacement, this amount may be deducted directly out of your living allowance or leaving care allowance.

We suggest you ensure you make sure your flat/property is secure at all times.

By signing this document I confirm that you have read, understood and agree to the above terms.

**Signature of young person: ……………………………………………………………**

**Witnessed by staff member: ………………………………………………………….**

**2 – Key**

This is to certify that I, **Name** have received the key from staff for **ADDRESS OF ACCOMMODATION**; on **Date**

If the key is lost I will inform staff immediately and pay £10 for a replacement key.

Although I understand that the key will remain in my possession **until I leave**, it will remain the property of Derby City Council Children’s Services . I also understand and agree that I must not give my key to any other person and that by doing so would be **breaching my licence agreement**.

**By signing this document, I confirm that I have read, understood and agree to the above terms.**

**Signature of young person: ………………………………………………………………………………….**

**Witnessed by staff member: ………………………………………………………………………………..**

**END OF DOCUMENT**