

Licence agreement for hostels



Definitions

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| Anti-social behaviour | <p>Anti-social behaviour is conduct causing or likely to cause a nuisance, annoyance, harassment, alarm or distress to another person.</p> <p>Examples of anti-social behaviour include but are not limited to:</p> <ul style="list-style-type: none">• using or threatening to use violence;• racist or homophobic behaviour, gestures and language;• noise nuisance such as playing loud music, slamming doors or banging;• arguing and/or shouting;• damaging or vandalising property, including spraying or writing graffiti;• drunkenness and rowdy behaviour;• offensive behaviour;• throwing items from balconies or windows;• obstructing any common areas, doorways and other entrances or exits to the Hostel;• nuisance involving motor vehicles, such as revving the engine and sounding the horn. |
| Assign/assignment | <p>Passing your rights under a licence to someone else. (Please note: this Licence does not give you the right to assign the Licence to someone else. See 2.3.)</p> |
| Common areas | <p>Parts of the Hostel which all licensees and/or staff can use including the kitchen, hallways, stairs and other common areas.</p> |
| Exclusive possession | <p>The right to keep a licensor or landlord out of Your Room. (Please note: this Licence does not give you exclusive possession of Your Room. See 2.6.)</p> |
| Fixtures and fittings | <p>All appliances and furnishings (not including removable furniture) in the Hostel including those for supplying or using gas and water.</p> |
| Hostel | <p>The building, including gardens and other external areas, which Your Room is in, including all fixtures and fittings, Your Room and other people's rooms, and common areas.</p> |
| Initial Weekly Charge | <p>The amount of the Weekly Charge which you must pay at the beginning of the Licence and until the Council varies the Weekly Charge.</p> |

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| Licence/Licensee/Licensor | A licence is a contract (agreement) which allows you to occupy part of a building. It is a right to live in a property without exclusive possession of Your Room. The person who grants the licence is the licensor and the person who is granted the licence is the licensee. |
| the Council | Crawley Borough Council (the Licensor). |
| Sub-liscence | Giving another person the right to live in part of Your Room and charging them money to live there. (Please note: this Licence does not give you the right to sub-liscence any part of the Hostel. See 4.6 .) |
| Terms, Conditions | All or any of the clauses of this Licence agreement. |
| Town Hall | Crawley Borough Council's offices at: Town Hall The Boulevard Crawley West Sussex RH10 1UZ |
| Weekly Charge | All charges which you are obliged to pay under the terms if this Licence agreement, including service charges. |
| You | The Licensee. |
| Your Initial Room | The room you are initially allocated when you move into the Hostel. |
| Your Room | The room or rooms you and any persons listed on your Homelessness application form (if any) live in at any particular point in time, but not including any common areas. |

1. Introduction

- 1.1** This Licence agreement is a legally binding contract (agreement) between you, the Licensee, and the Council. It contains the terms and conditions of your Licence. It sets out the Council's responsibilities as the Licensor and your responsibilities as the Licensee. You should read it carefully to ensure that it contains nothing you are not prepared to agree to. It is important that you understand that if you break any of the terms or conditions of this agreement, the Council may end your Licence and you will have to leave the Hostel. If you do not understand this agreement or anything in it, you should ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.
- 1.2** This agreement is a Licence. It is not a tenancy. The Licence is personal to you and is not intended to create the relationship of landlord and tenant between the Council and you.
- 1.3** Your Room is in a Hostel as defined by section 622 of the Housing Act 1985. Therefore, this Licence is an "excluded licence" for the purposes of section 3A(8) and section 5 of the Protection from Eviction Act 1977. This means the Council can end your Licence immediately and without having to go to Court to get a possession order.

- 1.4** This Licence is granted to you pursuant to the Council's duty under Part 7 of the Housing Act 1996 (homelessness duty).
- 1.5** For the avoidance of doubt, this Licence is not
- a secure or flexible tenancy as defined by the Housing Act 1985, or,
 - an introductory tenancy as defined by the Housing Act 1996.
- 1.6** Any reference to an act of Parliament or regulation within this Licence agreement includes any subsequent amendments to such legislation or regulations.
- 1.7** You can contact a member of the Council's Hostels team in the following ways:
- By email on hostels@crawley.gov.uk (or by such other email address as we subsequently tell you),
 - By telephone on 01293 438 930 (or by such other telephone number as we subsequently tell you),
 - At the Town Hall during the hours the Town Hall is open.

2. About your Licence

- 2.1** This agreement gives you the right to live in Your Room as a Licensee together with any person/s listed on your Homelessless application form.
- 2.2** The Council may change the terms and conditions of this Licence either:
- With your agreement; or
 - By serving a notice of variation on you.
- 2.3** You do not have the right to assign this Licence.
- 2.4** You do not have the right to buy Your Room.
- 2.5** You do not have the right to exchange Your Room with another person.
- 2.6** You do not have exclusive possession of Your Room. The Council, via its officers and agents, has a right to enter Your Room at any time; however as a courtesy, Council officers/agents will usually knock on the door of Your Room before they enter.
- 2.7** At the beginning of this Licence, you were allocated a room (Your Initial Room). The Council has in its absolute discretion the right to require you to move to another room within the Hostel. The Council will give you as much notice as we can of the need for you to move, but sometimes we may need you to move at short notice.

3. Weekly charge

- 3.1** The term "Weekly Charge" is an amount charged by the Council to you which is made up of the following:
- an amount for use and occupation of Your Room, the use of fixture and fittings and the common areas;
 - an amount for Council Tax; and

- an amount for the cleaning of the common areas.
- 3.2** The amount of the Weekly Charge which you initially must pay is written on page 1 of this Licence agreement. The Council may vary the Weekly Charge. Written notice of the Council's intention to increase the Weekly Charge will be served on you at least four weeks before the variation takes effect.
- 3.3** When you sign this Licence agreement you will be required to pay 1 week's Weekly Charge in advance.
- 3.4** It is a condition of the Licence that you must pay the Weekly Charge on time for each week you live at the Hostel and until you move out. The Weekly Charge is due in advance on the day of the week on which this Licence started (eg. if the date this Licence started was a Friday then your Weekly Charge is due every Friday). If you move out during a week, you will be charged the Weekly Charge on a pro rata basis up to the day you move out. If you move out after 12 noon you will also be charged for that day.
- 3.5** You can pay your Weekly Charge online via the Council's website (www.crawley.gov.uk), in person at the Town Hall, by telephone, by direct debit or standing order, or by post. Information about how to pay is available from a member of the Hostels team or on the Council's website.
- 3.6** The Council may end this Licence if you fail to pay your Weekly Charge. For more information about this, see **section 6 Ending this Licence**.

4. Using Your Room and other parts of the Hostel

- 4.1** Your Room must be your only home and you must not live anywhere else.
- 4.2** If, for any reason, you will be away from the Hostel overnight, you must tell a member of the Council's Hostels team. If it is not possible to give prior notice of your overnight absence, you must inform a member of the Council's Hostels team as soon as possible the following day.
- 4.3** Only those people named on your Homelessless application form may stay overnight in Your Room.
- 4.4** You must not have more than 2 people visiting you at the Hostel at any one time.
- 4.5** You must not have any visitors in Your Room or in any common areas of the Hostel between the hours of 11:00pm and 7:30am.
- 4.6** You must not sub-lodge the whole or any part of Your Room. You must not take in lodgers.
- 4.7** You must use Your Room for residential purposes only and you must not run a business from any part of the Hostel including Your Room.
- 4.8** Your Room is furnished. You must not damage or remove from Your Room any of the furniture provided by the Council.
- 4.9** You must ensure that the door to Your Room can be fully opened at any time. It is your responsibility to ensure that none of the furniture or belongings in Your Room prevent the door to Your Room being fully opened.

- 4.10** Your Room may be inspected at any time by a Council officer or a person authorised by the Council. You must ensure that there is clear access into Your Room for any such inspection.
- 4.11** You must get permission from a member of the Council's Hostels team before bringing any item of furniture into Your Room or any other part of the Hostel.
- 4.12** You must not change the lock of the door to Your Room or affix a bolt or chain to the door of Your Room.
- 4.13** You must not:
- Paint or otherwise decorate Your Room;
 - Insert nails or fix hooks onto any part of Your Room;
 - Affix sellotape, Blu-tak or any other adhesive onto any part of Your Room.
- 4.14** You must keep the Hostel in good condition by doing the following:-
- Taking proper care of Your Room, including keeping Your Room clean and tidy;
 - Promptly removing rubbish from Your Room;
 - Not leaving your belongings or any rubbish or other items in the common areas.
- 4.15** You must promptly report to the Council any defects or damage to Your Room or any other part of the Hostel.
- 4.16** This is non-smoking accommodation. Smoking is not allowed inside the Hostel building at any time. This means you may not smoke or allow a guest to smoke in Your Room, another person's room, or in any of the internal common areas. You are not allowed to smoke while leaning or hanging out of any of the windows or doorways of the building. You are only allowed to smoke when standing completely outside the building, but you must make sure that any cigarette butts are extinguished (put out) and placed in the cigarette bucket provided.
- 4.17** You must use any domestic appliances and any appliances or equipment provided by the Council for your use in the Hostel in accordance with the manufacturer's and/or the Council's instructions.
- 4.18** You must not cause an obstruction in any of the common areas of the Hostel by leaving prams, bicycles, furniture, floor coverings, rubbish or other objects there. This can be a fire risk. You are responsible for contacting the Council immediately if you become aware of any such obstruction. If you cause any obstruction to the common areas of the Hostel then the Council, acting reasonably, may charge you the cost of removing the obstruction.
- 4.19** You must not wedge or jam open any of the doors in the Hostel, including the door to Your Room. You must not leave any door of the Hostel on the latch, including the door to Your Room.
- 4.20** You must not let strangers into the Hostel without identification.
- 4.21** Animals are not permitted in the Hostel. You must not cause or permit any animal to be present in any part of the Hostel.
- 4.22** You must not interfere in any way with the fire prevention or detection equipment in the Hostel. You must not cover, touch or tamper with the heat or smoke detectors, fire extinguishers, alarm buttons, alarm sounders or the fire system control panel,

except in cases of genuine emergency. You must keep all fire doors closed. If you see that any fire extinguisher, smoke or heat detector, alarm button, alarm sounder or the fire system control panel is damaged in any way, you must immediately report it to Crawley Borough Council's contact centre (telephone 01293 438 000) or to a member of the Hostels Team.

- 4.23** You must not do anything which increases the risk of fire, flood or damage to Your Room, the Hostel or adjoining properties.
- 4.24** You must not:
- Store or use any candles or incense burners in any part of the Hostel (including in Your Room);
 - Light a bonfire in the grounds of the Hostel;
 - Store or use fuels, gas or liquids held under compression at the Hostel.
- 4.25** You are responsible for your possessions and it is your responsibility to take out insurance to protect them. The Council is not responsible for the loss or damage of any personal property (whether it belongs to you or someone else) no matter how it becomes damaged or lost unless the damage or loss is caused by the Council's negligence.

(Note: The Council strongly advises that you take out and keep current an insurance policy covers the contents of Your Room and third party damage to the contents of adjoining properties and personal injuries.)

5. Your responsibilities: Behaviour and conduct

- 5.1** You must take good care of the keys to Your Room. The Council will arrange for you to re-gain access to Your Room or to the Hostel if you lose or damage your keys or damage the door lock(s). You will be charged for this service in most circumstances.
- 5.2** You are responsible for the behaviour of your visitors and every person living with you. This includes their behaviour in the Hostel and in the locality of the Hostel. You must ensure that they do not break the terms of this Licence. If they do, you may be held responsible.
- 5.3** You, your visitors and any person living with you must not engage in anti-social behaviour in the Hostel or within the locality of the Hostel. (Note: anti-social behaviour is defined in the **Definitions** section.)
- 5.4** You, your visitors any person living with you must not:
- Engage in any form of harassment or intimidation on the grounds of race, ethnicity, nationality, faith or religion, sexuality, disability or gender, which may interfere with the peace and comfort of, or cause offence to, any person residing in or visiting the Hostel or any person residing in or otherwise engaged in a lawful activity within the locality of the Hostel (including Council employees, agents or contractors).
 - Threaten violence or act in a violent manner towards any person residing in or visiting the Hostel, or any person residing in or otherwise engaged in a lawful activity within the locality of the Hostel (including Council employees, agents or contractors).

- Harass or use physical, mental, emotional or sexual abuse against any person residing in or visiting the Hostel, or any person residing in or otherwise engaged in a lawful activity within the locality of the Hostel (including Council employees, agents or contractors).
 - Threaten violence against, harass, verbally abuse or intimidate any Council officer or agent of the Council at or in the vicinity of his/her place of work, including, the Town Hall and other Council premises (including the common areas of any Council-owned property) or in Crawley town centre, the neighbourhood estates and shopping parades.
 - Cause damage to any part of the Hostel.
 - Interfere with any security and safety equipment.
 - Park vehicles in areas other than those set aside for parking.
- 5.5** You, your visitors and any person living with you must not use any part of the Hostel for any illegal or immoral purposes. For example, you, your visitors and any person living with you must not take prohibited drugs or engage in drug dealing or prostitution.
- 5.6** You, your visitors and any person living with you must not have at the Hostel any prohibited drug paraphernalia.
- 5.7** You must pay for the cost of repairs or replacement works to any part of the Hostel which are required because of wilful and/or negligent damage caused by you, your visitors or any person living with you.
- 5.8** The Council may prohibit certain activities which are reasonably required for the good management of the Hostel. You, your visitors and any person living with you must comply with any prohibition.
- 5.9** You, your visitors and any person living with you must not have any weapon at the Hostel.
- 5.10** You, your visitors and any person living with you must not have at the Hostel any dangerous object or any substance prohibited by law.
- 5.11** You or any person living with you or visiting you must not park the following vehicles within the grounds of the Hostel, or on Council-owned land within the vicinity of the Hostel:
- Goods vehicles of more than 1500 kg (unladen weight),
 - Unroadworthy or dangerous vehicles.
- 5.12** You must not park a caravan within the grounds of the Hostel.
- 5.13** You must not abandon or allow to be abandoned any vehicle within the grounds of the Hostel. The Council will take steps to remove such vehicles, and you must reimburse the Council for the costs of removal.
- 5.14** You must exercise care in the maintenance of your vehicle to ensure it does not detract from the appearance of the Hostel, e.g. oil spillage. You must pay for the cost of any cleaning of the Hostel or its grounds which is required due to your use of it to maintain your vehicle.

- 5.15** If an alarm is sounded in the Hostel, whether it is part of a fire evacuation drill or due to a real emergency or otherwise, you and anyone living with you or visiting you must:
- immediately vacate the building and go to the designated muster point (the location of the designated muster point is set out on the notice board in the Hostel); and
 - follow any directions given by a member of Council staff who may be present.

6. Ending this Licence agreement

- 6.1** You may end this Licence at any time by telling a member of the Council's Hostels team when you are leaving. If possible, give as much notice as you can.
- 6.2** The Council may end this Licence immediately by issuing you with a written notice. Reasons for which the Council may decide to end this Licence include, but are not limited to:
- you have not paid the Weekly Charge;
 - you have broken or not complied with any of the terms or conditions in this Licence agreement;
 - the Council has decided that it does not owe you a duty under section 193(2) of the Housing Act 1996;
 - the Council has offered you alternative accommodation;
 - you have secured your own alternative accommodation;
 - the Council needs to carry out works to Your Room or to the Hostel.

7. Moving out of the Hostel

- 7.1** You must move out of the Hostel before 12 noon on the day this Licence agreement ends.
- 7.2** If you remain in the Hostel after this Licence agreement has ended, the Council may arrange for you to be evicted by bailiffs. You must reimburse the Council for any bailiffs' costs.
- 7.3** You must return your keys to the Council before 12 noon on the day you move out of the Hostel. If you do not return your keys by 12 noon on the day you move out the Council will charge you for that day's occupation. If you fail to return the keys you must pay the cost of the Council changing the locks and replacing the keys.
- 7.4** On the day you move out you must take all personal possessions with you including any unwanted items. If you leave any personal possessions in the Hostel after this Licence ends (whether they belong to you or someone else), the Council will store them for a period of 14 days after which the Council may dispose of them. You must pay for the Council's storage and/or disposal costs.
- 7.5** On the day you move out:
- You must leave Your Room, the fixtures and fittings, and any furniture in the condition they were in at the start of the Licence, subject to fair wear and tear.

- You must leave Your Room clean and tidy.
- You must not leave anybody else living in the Hostel.

8. Notices

8.1 The Council may serve any written notice concerning this Licence, including a notice to end this Licence by:

- personally handing it to you;
- leaving it in Your Room; or
- affixing it to the door of Your Room.