

This is your tenancy agreement, the legal contract that sets out the conditions of your tenancy. It also sets out the council's responsibilities as your landlord and your responsibilities as a tenant. It is important that you understand that if you break any of the terms of this contract, you could lose your home. If you would like help to understand this agreement, please contact a housing officer on 01293 438000 or email: housing.news@ Crawley.gov.uk

This is a legal contract describing the conditions of a tenancy between:

- (1) Crawley Borough Council, Town Hall, The Boulevard, Crawley, West Sussex RH10 1UZ and
- (2) the tenant(s) named below and who have signed on page 21 in relation to the property described below:

Full name of Tenant(s):

Address of property
(your home):

Postcode:

Type and size of property:

anti-social behaviour

Anti-social behaviour is conduct causing or likely to cause nuisance, annoyance, harassment, alarm or distress to a person residing, visiting or otherwise engaging in a lawful activity in the locality of your home.

- using or threatening to use violence
- damaging and vandalising property
- spraying or writing graffiti
- loud music or making other loud noise
- persistent arguing and slamming doors
- noise or mess from pets
- drunkenness
- dumping rubbish
- setting fires
- riding motorbikes or mopeds anywhere other than on the road
- repairing cars on estate roads or parking areas
- revving of motor vehicles' engines
- speeding in motor vehicles
- obstructing any shared areas, doorways and other entrances or exits
- throwing items from balconies or windows
- racist or homophobic behaviour, gestures and language.

neighbourhood

The local area where you live, for example, Gossops Green. The area will include property which is privately owned or rented and property which is owned or managed by the council or housing associations. This area usually includes local shops and facilities, for example schools and leisure centres

personal property

All personal items which belong to you or a member of your household or visitors and includes curtains, furniture and floor coverings such as carpets.

the property / your home

The property (dwelling-house, flat, maisonette or other dwelling) in which you live and includes any garage, shed, other structure, garden or land etc, as set out on page two, but does not include any common areas.

Secure tenancy

In the context of this tenancy agreement this means a secure periodic weekly tenancy granted under the Housing Act 1985. A "secure tenant" and other similar terms should be construed accordingly.

sub-let / sub-tenant

Giving another person (called the sub-tenant) the right to live in all or part of your home and charging them money to live there.

tenancy agreement

This agreement.

Tenants' Handbook

A handbook containing useful information (such as contact telephone numbers) but it does not form part of this tenancy agreement. Copies of the tenants' handbook are available on request from your housing officer.

Tenancy Policy

Crawley Borough Council's published tenancy policy. A copy is available on the council's website (www.crawley.gov.uk) or is available on request from your housing officer.

terms and conditions

All or any of the clauses of this agreement.

Town Hall

Crawley Borough Council's offices at:

Town Hall

The Boulevard

Crawley

West Sussex

RH10 1UZ

written permission

A letter from the council as your landlord, giving you permission to do something (note: any permission sought will not be unreasonably withheld but may be subject to reasonable conditions).

you / tenant

The tenant and, if you are a joint tenant, any one or all of the joint tenants.

your household

You, your family and other persons living in your home including any adult family members, other adults, children under 18, lodgers, sub-tenants, and visitors.

1. Introduction

- 1.1 This tenancy agreement is a legal contract describing the terms and conditions of your tenancy and your rights and responsibilities as a tenant. If there is anything you do not understand please contact your housing of cer or seek legal advice before you sign this contract.
- 1.2 This tenancy agreement describes either your secure tenancy under the Housing Act 1985 or your introductory tenancy under the Housing Act 1996. Whichever tenancy you have, it is important for you to know that you have a number of rights and responsibilities.
- 1.3 It is important you understand that if you break any of the terms or conditions of this contract the council may commence legal proceedings against you. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted.
- 1.4 The definitions section sets out the meanings of words used in this tenancy agreement.
- 1.5 Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.
- 1.6 Where any term or condition of this tenancy agreement requires you to get written permission from the council, such permission will not be unreasonably withheld but it may be given subject to reasonable conditions.
- 1.7 For more information about Crawley Borough Council tenancies, such as practical suggestions and contact numbers, see the tenants' handbook. You can view the handbook on the website and copies of the handbook are available on request from your housing of cer.

- 1.8 Unless the contrary is stated or implied the rights and obligations set out in this agreement are intended to replicate the rights and obligations established by statute, such as by the Housing Act 1985, part IV. The contrary may be implied where, for example, rights and obligations are set out in the contract that either are not addressed by statute or where the statute gives the council a discretion.

2. Introductory tenancies

Section two applies to introductory tenants only.

- 2.1 An introductory tenancy is a tenancy for a trial period for the first 12 months (unless it is

- 3.9 In certain circumstances, you have the right to buy your property. You should contact Crawley Borough Council if you want to know more about your right to buy.
- 3.10 In certain circumstances, you have the right to exchange your tenancy with another tenant.
- 5.4 Rent falls due on a Monday and it must be paid in advance. You may pay your rent weekly or for any longer period such as fortnightly, four-weekly or monthly.
- 5.5 You can pay your rent in any of the following ways: by Direct Debit, by standing order, by debit or credit card, by internet banking, by cheque, by cash payment and by PayPoint. (For more information about payment methods please ask your housing officer).

4. Demoted tenancies

- 4.1 If you, any member of your household or any visitor(s) cause anti-social behaviour the council may apply to the County Court to have your secure tenancy changed to a demoted tenancy. If the council decides to apply to the court for an order to demote your tenancy, it will give you a notice of its decision and details of your right to request a review.
- 4.2 If the council successfully obtains a court order demoting your tenancy this will mean that your tenancy is no longer a secure tenancy and you will only have the rights of an introductory tenant.
- 5.6 The council may vary the amount of rent at any time provided it gives you notice in writing at least four weeks before any change.
- 5.7 Each joint tenant is responsible for the rent. The council can recover all arrears owed to it from any individual joint tenant. This means that even if one joint tenant leaves all tenants continue to be responsible for rent, arrears and tenancy charges.

Changing your rent

Joint tenant responsibilities

Difficult in paying your rent

- 5.8 If you have any difficulty paying your rent you or someone acting on your behalf must inform the council immediately.
- 5.9 If you do not pay your rent, the council may apply to the court for a possession order that could ultimately result in the termination of your tenancy and everyone living in your home being evicted. The council can ask the court that you pay the council's legal costs if it makes an application to the court.

5. Rent

- 5.1 The term "rent" includes the weekly rent, service charges and any other weekly charges.
- 5.2 When you sign the tenancy you will be required to pay four weeks rent in advance.

Paying your rent

Your responsibilities

- 5.3 You must pay the rent and any other money owed to the council under this tenancy agreement.

6. The property (your home)

Living in your home

- 6.1 You must occupy the property as your only or principal home. If you no longer occupy the property as your only or principal home then the council may end your tenancy.

6.11 You, members of your household or visitors must not allow any animal to frighten, annoy or cause a nuisance to any other person living in the locality of your home. Dogs must be accompanied by you or a responsible member of your household and kept on a lead when in common areas.

6.12 You must not keep any animal which causes or is likely to cause a nuisance, annoyance or disturbance to neighbours or others living in the locality of your home. Examples of this include, but are not limited to: allowing your animal to persistently foul in an inappropriate place, straying, barking, creating an offensive smell, inadequate control or creating any kind of health hazard. In these instances, the council may withdraw its permission for you to keep the animal(s) and you must then remove it/them from your home.

6.13 You must comply with the terms of the Control of Dogs Order 1992, whereby all dogs in public places are required to wear a collar with identification attached to it, including the owner's name and address.

6.14 You must not keep any dog listed under the Dangerous Dogs Act 1991 at your home.

6.15 In cases of cruelty to animals, the council will withdraw its permission for you to keep the animal(s) and you must then remove it/them from your home. The council will also report these cases to the RSPCA or the police.

6.16 You, members of your household or visitors must ensure that any animal kept at your home does not prevent an employee, contractor or agent of the council gaining access to your home.

Personal property

6.17 You are responsible for your personal property and the decoration of your home 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 they belong to you or someone else) no matter how they become 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 contents insurance that covers the contents of your home and third party damage to the contents of adjoining properties and personal injuries. The council has arranged a low cost contents insurance policy that is available for all tenants to apply for – see the tenants' handbook for further information).

Access to your home

6.18 You must allow council employees, their contractors, agents or other statutory bodies to enter your home at all reasonable hours to inspect your home or carry out any works.

6.19 You must ensure their safe passage for inspecting, carrying out repairs, gaining access to roofs and loft spaces or for any other reason including the annual gas safety inspection.

6.20 You must not allow an accumulation of personal property to prevent or obstruct any inspection conducted by or on behalf of the council, or cause structural damage to the property or pose an environmental health risk. You will be asked to dispose of excess items if you cause such risks. If you refuse to dispose of excess items the council may enforce clearance by obtaining a court order. (Note: If you do not allow access to your home you could be putting yourself and your neighbours at risk and the council may take legal action to gain access to your home and you may have to pay the costs. You may also be prosecuted for obstruction. The council recommends that you ask for identification of any person seeking to enter your home who claims they are from the council).

6.21 The council will give you at least 24 hours notice of intended entry to your home by its employees/contractors or agents (except in cases of emergency, see 7.5).

Ventilation and heating

6.22 You must make sure that at all times there is adequate ventilation and heating within your home and follow any advice given by the council to prevent condensation. If condensation occurs you will be responsible for any repair work, unless it occurs as a result of a fault in the property.

6.23 You must have any chimneys in use swept at least once a year.

Using appliances and equipment

6.24 You must use all domestic and council appliances and equipment in accordance with the manufacturer's and/or the council's instructions. You are responsible for all damage to your home or injury to people caused by your appliances and equipment.

6.25 You must take adequate care and precautions when bringing, storing, charging or using power scooters or other devices used to aid mobility to ensure that damage does not occur to your home.

Motorbikes

6.26 You must not store or use mopeds, motor bikes, mini-motos or quad-bikes within the dwelling (meaning the house, flat or maisonette in which you live), and you must not cause, allow, permit or encourage any member of your household or any visitor to do so.

Schedules

6.27 You will comply with the terms and conditions set out in the attached schedules.

Internal decoration

7.4 You are responsible for decorating the inside of your home and ensuring you keep it in a clean and well-decorated condition. You must not apply textured coatings to the internal walls and ceilings of your home.

Emergency access

7.5 In an emergency, the council or any person authorised by the council may require access to your home. In the event that your home is unoccupied or access is unreasonably denied, the council may use reasonable force to gain entry to your home without giving you any formal written notice. Upon completion of the works and/or inspection, your home will be secured properly and repaired if necessary.

An emergency in these circumstances is when either your home or another person's property and health and safety is deemed to be at imminent risk of harm, such as where there is a suspected fire, burst water pipe, gas leak or electrical fault. In the event that access is unreasonably denied, you may be prosecuted for obstruction.

7.6 You must immediately report any defects or damage to your home which are the responsibility of the council and enable the council to arrange for inspection and/or repair(s) to be carried out. For contact information please refer to the tenants' handbook.

Alterations and improvements

7.7 You have the right to carry out alterations, additions or improvements to your home provided you get prior written permission from the council. Any request for permission must be made in writing and addressed to your Area surveyor at the Town Hall. Alterations and additions include any alterations to the gas or electrical installations (such as those in 7.8). You may need to obtain planning and building control permission prior to permitting any work to start. Future maintenance of any improvements will be your responsibility.

7. Repairs, improvements and alterations to your home

The right to repair

7.1 Some repairs are covered by regulations, which means that by law the council must carry out certain small, urgent repairs which are likely to affect your health, safety or security within specified timescales.

7.2 You must give the council clear notice that your home requires repair. This can be reported by telephone, in writing, via the website and by visiting the Town Hall. (Note: For more information about your rights, please refer to the tenants' handbook or contact your housing officer).

Your responsibilities

7.3 You must look after your home in a reasonable manner and make sure your home remains in good condition at all times.

Own gas appliances

- 7.8 You are responsible for arranging an annual service of your own gas red appliances and accompanying ues where the council has not accepted responsibility. You must provide the council with service certi cates upon request.

Paying for works

- 7.9 The council may require that you pay for the cost of any reinstatement works to your home if you have had any alterations, additions or improvements carried out (or arranged to be carried out) without written permission from the council.
- 7.10 You are responsible for any deliberate or negligent damage to your home or common areas caused by you, any member of your household or visitor. This means you must arrange for and pay the cost of repairing any damage. You are also responsible for any substandard works or repairs that you arranged to be carried out to your home, meaning that you must have the works or repairs redone to a good standard. You must also take all reasonable measures to ensure that your family and other persons do not cause wilful or negligent damage to your home or common areas.

Lofts

- 7.11 You must not attempt to gain access to the loft.

Away from home

- 7.12 You must take all reasonable measures to ensure that when away from your home:
- The property is adequately secured to prevent unwanted access by people not invited by you to live there.
 - The property is adequately heated at all times.
 - You turn the water off at the mains if you will be away for a long period during cold weather.

Gardens

- 7.13 If your home includes a garden, you must at all times keep it cultivated, neat, tidy and free from rubbish, pests and weeds. You must also maintain any trees so as not to endanger the health and safety of people in the vicinity or cause damage to any other property. You may be recharged for the cost of any necessary clearance or maintenance work undertaken by the council.

Smoke detectors

- 7.14 You are responsible for maintaining any battery-operated smoke detector and ensuring it is always in good working order.

The council's responsibilities

- 7.15 The council will be responsible for repairing and maintaining the structure of your home. (For further details, see the tenants' handbook).
- 7.16 If you are a secure tenant and have made alterations additions or improvements to your home the council will only repair them if the council has agreed in writing to maintain and repair the home. E
fu9ed in writing to maintain and repair them.

- 8.6 You must not cause, allow, permit or encourage any member of your household or any visitor to do any of the things set out in 8.4 and 8.5.
- 8.13 You or any member of your household or any visitors must not park the following vehicles on the property (including any garden), common areas, shared areas, or on council-owned land within the vicinity of your home:

Damage to your home

- 8.7 You or any member of your household or any visitors must not do anything which increases the risk of fire, flood or damage to your property or adjoining properties. If there is a fire, flood or other such incident in your home, you may be responsible for repairing any damage as a result of not using your home in a responsible manner.

Flammable material

- 8.8 You, any member of your household or any visitors must not keep or use bottled gas (portable gas space heaters), paraffin, petrol or any other flammable material within the property (meaning the house, flat or maisonette in which you live) or in common areas. Bonfires are not permitted.

Vehicles

- 8.9 Within the boundary of the property, motor vehicles must be parked on a council approved hardstanding. Prior written permission must be sought from the council before parking a trailer, caravan or boat on a hardstanding.
- 8.10 You or any member of your household or any visitors must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for emergency service vehicles or cause a nuisance to others.
- 8.11 You or any member of your household or any visitors must not cause or allow an obstruction to any garage, rights of way, roads, footpaths or access routes across your home, in common areas, shared areas or in the neighbourhood.
- 8.12 You or any member of your household or any visitors must not allow anyone to sleep in a caravan or other vehicle parked outside your home.

Flooring

- 8.33 The council may require you to keep all the floors in the property substantially covered with material suitable for reducing the transmission of noise (such as carpet or rugs).
- 8.34 You must obtain the council's prior written permission before you install floor tiles, laminate or wooden flooring or flooring of a similar nature, and the council will only give permission to tenants living in flats and maisonettes in exceptional circumstances. If you install any such flooring without the council's prior written permission, the council may require you to remove it at your own expense and replace it with floor coverings as set out in the previous clause.

9. Ending the tenancy

Your responsibilities when ending your tenancy

- 9.1 If you intend to end your tenancy, you must give the council at least 28 days' written notice (called 'notice to quit'). The notice to quit must expire on the day of the week on which your tenancy commenced (e.g. if your tenancy commenced on a Monday, the notice to quit must expire on a Monday).

9.2 The council will set out in the private tenancy agreement the amount of notice you must give to end your tenancy.

The following applies to secure tenants only

- 9.8 The council will only take steps to recover possession of your home as follows:
- If you break any of the terms or conditions of this tenancy agreement, the council may give you written notice that it intends to apply to the court for an order of possession on one or more of the grounds set out in the Housing Act 1985. (If the court grants the council a possession order this could ultimately result in the termination of your tenancy and everyone living in your home being evicted).
 - Where the sole tenant dies and there is no person who is eligible to succeed to the tenancy.
 - If you abandon the property, or sub-let or leave the property without giving the council vacant possession. In this case, the steps the council may take include issuing you with a 'notice to quit' or other appropriate notice at your last known address.

The following applies to both introductory and secure tenants

- 9.9 Any notice or court proceedings the council wants to serve on you may be served personally or by first class post addressed to you at the property or your last known address. The council may also leave any notice at the property by posting it through the front door or otherwise by affixing it to a conspicuous part of the property.
- 9.10 Delivery of a notice by any of the ways set out in 9.9 above will constitute good and proper service.

10. False statement

Your responsibility

- 10.1 You or someone acting on your behalf must not make a statement:
- which you know is false,
 - which you thought could be false,
 - which involves you in any way in supplying information which may deceive an officer of the council or its agent in allocating you this property. The council will take legal action to obtain possession of your home in any such circumstance.

Schedule 1

Passivhaus homes

Living in a Passivhaus home

- 1 Passivhaus is a voluntary standard based on achieving energy efficiency and internal comfort for the occupants through good design.

There are five basic principles for Passivhaus homes:

- Exceptionally high levels of insulation
- Well insulated windows
- Ventilation with heat recovery
- Airtightness
- Thermal bridge free design

To ensure the property maintains these principles you, any member of your household or any visitor/s must comply with the following terms and conditions.

- 1.1 You are reminded that where you wish to carry out alterations and/or improvements you are required to first obtain the council's written permission (Clause 7.7).

Ventilation

You must:

- 2.1 Not turn off the mechanical ventilation heat recovery unit (MVHR). You will need to regularly clean the filters in the MVHR by vacuuming them.
- 2.2 Not move or block the room vents.
- 2.3 Not seal the gaps under internal doors, use draught excluders or fit thick carpets. The 20mm gaps under the internal doors are needed for air to circulate around the property.
- 2.4 Use the extractor fan in the kitchen when cooking. You must change the charcoal filter in extractor fan at six monthly intervals at least.

Airtightness and Thermal bridge free design

You must:

- 3.1 Not drill holes through the walls or window frames.

- 3.2 Use the access ducts provided for cables when fitting a satellite dish (houses only).
- 3.3 Not install any TV aerials.
- 3.4 Not install any satellite dishes (flats only).
- 3.5 Not nail or screw anything to the window frames or surrounding wall area.
- 3.6 Fix curtain track, curtain rods or blinds to the battens (wood strips) above the windows.
- 3.7 Use standard wall fixings no longer than 100mm in length for external walls.
- 3.8 Use plasterboard plugs and screws for internal walls to fix shelves, picture hooks etc.
- 3.9 Must not nail anything to the front and back doors or to the door frames.
- 3.10 Must not install a cat flap(s) or other pet flap(s) or any other means of access for pet(s).
- 3.11 Must not fit an external vent for tumble dryer(s); a condensing dryer is recommended.
- 3.12 Not tamper with or open any service ducts or remove any air tight tape.
- 3.13 Not remove or attempt to remove the vinyl flooring that is fitted.

Heating

- 4.1 Additional heating should not be needed in the property. You must not use a portable gas fire.

Using the loft

- 5.1 You must not attempt to enter or gain access to the loft.
- 5.2 You must not damage the sealed loft hatch.
- 5.3 If you require access to the loft you must contact Crawley Repairs Team.

Schedule 2

Passivhaus solar thermal panels

Terms and conditions relating to solar panels (where installed)

The following terms and conditions form part of this tenancy agreement.

- 1 In this schedule the following terms shall have the following meanings:

“Carbon Benefit” means any benefit which arises from the Services including any Carbon Savings qualifying under the government’s Carbon Emissions Reduction Target or Carbon and Energy Savings Programme benefits, carbon credits and any other benefits which may be introduced at any time;

“Designated Area” means the area forming part of the Property being part of the roof and loft space together with one metre of air space above the roof to accommodate the solar thermal System;

“Person” means any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

“Solar Thermal System” means the solar thermal panels selected by the council for installation in the Property including mounting brackets and equipment, including, meters, modems and wiring (if applicable);

“Services” means the installation, inspection, removal, maintenance or repair of a solar thermal System and the reading and maintenance of all equipment associated with them;

“Tariffs” means any sum paid by the government and/or energy suppliers relating to the generation of heat from renewable sources; and

- 2 The following terms of this schedule apply.

- 3 You grant to the council and those working with the council the right to enter upon the property giving not less than 5 days’ notice save in emergency to provide the Services.
- 4 You confirm that the council has the exclusive right to occupy the Designated Area to keep and maintain the Solar Thermal System in order to provide the Services.
- 5 You nominate the council to receive any Tariffs and will take all steps as the council shall reasonably require to secure the benefit of any Tariffs for the council including but not limited to giving all instructions as the council shall reasonably require to your energy supplier(s).
- 6 You will not challenge or take steps to challenge the council’s ownership of the Solar Thermal System.
- 7 You will take all necessary steps to ensure the council has access to all such parts of the property on 7 days’ notice (save in cases of emergency) as are necessary to enable the council to provide the Services.
- 8 You will not do anything which may temporarily or permanently interfere with the flow of light to the Solar Thermal System or permit any other person to do so unless authorised by the council.
- 9 You will not interfere with any connection for the supply of hot water to or from the Solar Thermal System.
- 10 You must inform the council immediately upon being aware of any damage to the Solar Thermal System or any part of the property to which it is affixed.
- 11 You acknowledge that all parts of the Solar Thermal System shall remain the absolute property of the council and all parts of the Solar Thermal System shall be a chattel or chattels (in the ownership of the council) and will not become a fixture or fixtures and you will not alter, tamper or otherwise interfere with the Solar Thermal System or its operation in any way whatsoever.

- 12 You acknowledge and agree that if any right to receive the Tariffs and/or any Carbon Benefit and any other income or benefits from the Solar Thermal System belong to the council and accordingly you hereby irrevocably and unconditionally assign to the council the Carbon Benefit, the right to receive the Tariffs and the right to receive all and any other income generated by the Solar Thermal System. You further agree to execute any documents necessary to formalise the assignment.
- 13 You agree that if you acquire by operation of law or otherwise, any benefit relating to the solar thermal system that is inconsistent with the terms of this schedule you hereby assign all such benefits (including any future benefits) to the council. You further agree to execute any documents necessary to formalise the assignment.
- 14 You acknowledge that the council may:
- 14.1 remove the solar thermal system (without replacing it);
 - 14.2 Sub contract the provision of any of the services;
 - 14.3 Terminate the licence granted by this schedule at any time and for any reason by giving you notice;
 - 14.4 Assign or transfer to any person (in whole or in part):
 - 14.4.1 ownership of the solar thermal system;
 - 14.4.2 any of the benefits the council receives as a result of the solar thermal system, including without limitation, any tariffs and any carbon benefits;
 - 14.4.3 its rights under this licence.

The following terms and conditions form part of this tenancy agreement.

1 In this schedule the following terms shall have the following meanings:

“utility monitoring equipment” means any equipment installed in the property by or on behalf of the council from time to time which monitors and collects household usage data;

“the council” has the same meaning as set out in the definitions section on page two of this agreement;

“household usage data” means any data relating to:

- the water, electricity and gas consumption and usage in connection with the property, including the quantity of water, electricity and gas used and the times it is used,
- the quantity, consumption and usage of electricity generated by any photovoltaic panels (solar panels) installed in the property,
- the quantity, consumption and usage of hot water generated by any solar thermal panels installed in the property, and
- internal temperatures within the property.

“the property” means the premises known as [redacted] (the “property”)

- 7 If at any time there is a smart meter installed by an energy or other utility supplier in the property, the tenant agrees to provide to the council, upon request (such requests to be no more than twice yearly), the following data in relation to the property:
 - 7.1 electricity consumption and usage;
 - 7.2 gas consumption and usage; and/or
 - 7.3 water consumption and usage.
- 8 The council warrants that:
 - 8.1 It will process all household usage data and any data obtained from the tenant under paragraph seven above in accordance with the provisions of the Data Protection Act 2018 and also in accordance with any statements published on the council's website from time to time.
 - 8.2 Household usage data and any data obtained from the tenant under paragraph seven above will be stored separately to any records held by the council which identify the tenant or any member of his/her household.
 - 8.3 Household usage data and any data obtained from the tenant under paragraph seven above, together with data of a similar nature from other properties, will be used for the purpose of calculating average energy consumption and energy efficiency of different types of buildings, and for other like purposes.
- 9 The tenant agrees that the household usage data and any data obtained from the tenant under paragraph seven above may be processed and used by the council for the purposes set out in 8.3 above.