

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">x using or threatening to use violence;x racist or homophobic behaviour, gestures and language;x noise nuisance such as playing loud music, slamming doors or banging;x arguing and/or shouting;x damaging or vandalising property, including spraying or writing graffiti;x drunkenness and rowdy behaviour;x offensive behaviour;x throwing items from balconies or windows;x obstructing any common areas, doorways and other entrances or exits to the Hostel;x 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> |

- 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
- x a secure or flexible tenancy as defined by the Housing Act 1985, or,
 - x 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:
- x By email on hostels@ Crawley.gov.uk (or by such other email address as we subsequently tell you),
 - x By telephone on 01293 438 930 (or by such other telephone number as we subsequently tell you),
 - x 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 Homelessness application form.
- 2.2 The Council may change the terms and conditions of this Licence either:
- x With your agreement; or
 - x 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 Tw [tesy,m. The .7(mentat)]TJ 17.8457 -1

- 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:
- x Paint or otherwise decorate Your Room;
 - x Insert nails or fix hooks onto any part of Your Room;
 - x 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:-
- x Taking proper care of Your Room, including keeping Your Room clean and tidy;
 - x Promptly removing rubbish from Your Room;
 - x 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 manufacture'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:
- x Store or use any candles or incense burners in any part of the Hostel (including in Your Room);
 - x Light a bonfire in the grounds of the Hostel;
 - x 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 y

- x 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).
 - x 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.
 - x Cause damage to any part of the Hostel.
 - x Interfere with any security and safety equipment.
 - x 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:
- x Goods vehicles of more than 1500 kg (unladen weight),
 - x 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 an

- x You must leave Your Room clean and tidy.
- x 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:

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