

Licence Agreement

For a Staying Put arrangement for a young person

Licence Agreement

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If you have any questions about this Agreement please talk to the Independent Futures Personal Adviser or the Supervising Social Worker

Licence Agreement

Parties:

1.1 Islington Independent Futures Service who may hereinafter be referred to as "we", "us", or "our"

1.2 The Young Person who may hereinafter be referred to as "you", or "your"

1.3 The Host (the former foster carer and Staying Put provider) who may hereinafter be referred to as "he, she" their, them or "they"

Definitions and General Terms

The service objectives	1	Islington Independent Futures Service has amongst its objectives the provision of accommodation for young people leaving care together with support designed to enable young people to acquire the skills and confidence that they will need for independence. The Independent Futures Service will provide advice relating to move-on and permanent housing opportunities. Young people are expected to comply with their support plans and engage in activities provided to develop life-skills.
Our name and address	2	Islington Independent Futures, 5 Elthorne Road, London N19 4AB
Host name and address	
Young Person's Name	3
Description of the Property	4	The property is the building with the address: With shared bathroom/shower and toilet, corridors, staircases, lounge and kitchen.
The Accommodation	5	Use of a bedroom (Or such other room of comparable size as the provider may from time to time allocate to you) within the property. The room provided should be adequate in size and should include: bed, wardrobe, drawers, bedding and towels, curtains and floor covering, adequate heating, lighting and air, and compliance with the project's health and safety requirements.
Period of Agreement	6	The agreement begins on and continues until we, he/she/they or you terminate it. We will aim to give notice of 14 days of the ending of this tenancy but we retain the right to terminate the licence at any time without notice in circumstances which affect the safety or well-being of you or the host.
Accommodation and housing services	7	You will pay in advance on the Monday of each week (or part-of) the Rent of £XXX to the Host for the accommodation and the supply of the housing services.
Support services	8	In addition to the accommodation and housing services provided by the host, the host hereby agrees to provide life skills support to the young person in areas such as: cooking, budgeting, personal hygiene and shopping. We will pay the host where necessary an agreed amount to facilitate the support to the young person. The Host will receive a weekly payment for the provision of support. You and your host will make your own arrangements for you to contribute an agreed amount towards the costs of utilities and food.
Altering the agreement	9	With the exception of any changes in the Fee for support services, this agreement may be altered only with the agreement in writing between all parties in this agreement.

The Host Agreements and Obligations

		The Host hereby agrees that:
Possession and Services	10	He/She/They will allow you to take occupation of the accommodation on the date stated in paragraph 7 and provide the services unless there are reasons outside his/her/their control.
Council Tax	11	He/She/They will pay to the appropriate local authority any amounts due to them from you by way of Council Tax as long as you have paid the Fee determined by paragraph 8.
Repair of structure and exterior	12	He/She/They will keep in good repair the structure and exterior of the accommodation
Repair of installations	13	He/She/They will keep in good repair and proper working order the installations provided him/her/them for space heating, water heating and sanitation and for the supply of water, gas and electricity.
Repair of common parts	14	He/She/They will take reasonable care to keep the common entrances, doorways, halls, stairways, toilets, bathrooms, passageways and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and visitors to the accommodation.

Repair of furniture and fittings	15	He/She/They will keep in reasonable repair and fit for use all those items of furniture and fittings supplied by them which the provider may choose to list in the inventory of furniture and attach to this agreement, provided that you repair any damage which you or your visitors cause to them.
Utilities	16	He/She/They will pay all charges for electricity, gas and water consumed on or supplied to the accommodation and for drainage including the standing charge or charges and any meter rents in respect of the accommodation.
Internal decorations	17	He/She/They will keep the interior of the accommodation in a good state of decoration.
Insurance	18	He/She/They will insure the accommodation but not your possessions (which are your responsibility).
Health and Safety	19	The Host hereby confirms that all furniture and furnishings comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended. He/She/They have complied with all Health and Safety checks as appropriate. He/She/They confirm that all equipment, gas and electrical appliances supplied are safe so as not to cause danger and all electrical appliances and equipment manufactured since 19 January 1977 are marked with the appropriate CE symbol.
Support	20	He/She/They will provide life skills support to the lodger in areas as: cooking, budgeting, personal hygiene, shopping towards helping the lodger achieve independent living.

Young Person's Agreements and Obligations

		The young person agrees that:
Payment of Fee	21	You will pay the Fee weekly in advance on the Monday of each week, the first payment will be made on the date stated in paragraph 6
Use	22	You will use the accommodation for residential use only. It must be your principal home. You must not use it for any business purposes or do anything illegal in the accommodation, or allow any other person to do so.
Clean and tidy	23	You must place all rubbish in the rubbish containers provided and keep the accommodation cleaned and free of vermin.
Notices and advertisements	24	You must not display notices or advertisements in the windows or elsewhere in the accommodation, and must not remove the curtains or blinds from the windows except for cleaning and decorating.
Nuisance	25	You must not cause or allow any invited visitors to cause a nuisance or annoyance to other occupiers, visitors, staff, contractors or neighbours.
Racial and other harassment	26	You must not commit or allow invited visitors to commit any harassment or threat of harassment particularly on the grounds of race, colour, religion, sex, sexual orientation, age or disability which may interfere with the peace and comfort of, or cause offence to other occupiers, visitors, staff, contractors or neighbours.
Disruption	27	You must not commit or allow invited visitors to commit any act which results in serious disruption of another occupier's right to peacefully occupy the accommodation or other accommodation in the property and you must not commit any act which results in physical harm to other occupiers, visitors, staff, contractors or neighbours.
Noise	28	You must not play or allow to be played any audio or visual equipment or musical instrument or cause noise by other means so loudly that it causes a nuisance or annoyance to other occupiers of the accommodation or people outside the accommodation.
Health and safety	29	You must comply with any health, safety or fire instructions given by the provider and you must not do anything, which is likely to endanger the health or safety of any other occupier.
Pets	30	You must not keep any animal, bird, fish or reptile at the Property/Premises.
Alcohol and Illegal drugs	31	You must not keep, or allow to be kept, or consume any alcoholic beverage or illegal drug in the Property/Premises.
Washing	32	You must not hang washing out of the windows.
Inflammable liquids	33	You must not store or use petrol, paraffin or any other inflammable liquid or material in the accommodation or any other part of the property.
Aerials	34	You must not erect any radio or television aerial, mast or dish on the exterior of the property or any other part of the Property/Premises.
Damage	35	You must keep the accommodation in a clean and tidy state. You must pay any costs incurred by the host in repairing and decorating damage to the property, fixtures, fittings and furnishings or to the common parts caused by you or any invited visitor to the Property/Premises, unless the damage has been caused by fair wear and tear.
Reporting disrepair	36	You must report to the Host promptly anything which has become worn out, damaged or broken or which has become dangerous.
Alterations	37	You must not remove or make any alterations to the property or any fixtures, fittings or furniture provided or bring into the property large items of personal furniture.

Access	38	You must allow authorised persons, or contractors acting on the Host's instructions, entry into the accommodation at all times for any lawful purpose. The Host will let you know when access will be required. The Host does retain keys to the room and has an absolute right of entry to the room at all times for health and safety reasons or when serious breaches of the guidelines are breached or there is reasonable suspicion that they have been breached.
Roadways	39	You must not block local roads or the access road, footpaths and car parks or park unroadworthy vehicles in or around the property.
Assignment	40	This agreement is personal to you, so you can not legally transfer it to any other person, and you must not allow anyone to live with you.
Absence from the accommodation	41	You must inform the Host if you expect to be absent from the accommodation for one night or more.
Keys	42	You must not change the locks or any security codes. You must report immediately to the Host if keys or security codes or devices are lost or compromised during your time living there. You will be responsible for covering the cost of replacement keys. You must hand over to the provider all keys and security devices or codes by 12 noon on the date you leave.
Move and share	43	You will move to another room allocated by him/her/them for your accommodation from time to time, if we require you to do so.
House rules	44	You must comply with the Living Together Agreement if one is attached as Appendix 1 of this agreement. We reserve the right to change or add to the Living Together Agreement though we will, so far as practicable, consult with you before doing so.

Islington Independent Futures Service- Our Agreements and Obligations

Needs and Risks Assessment	45	We will conduct full needs and risk assessment at the start of the placement. We reserve the right to share part or all of the information from the assessments with the Host if such information is considered necessary for health and safety purposes or will lead to overall good outcome of the placement.
Support planning	46	We, in conjunction with the young person and Host, will facilitate the development of a support plan for the young person aimed at achieving the set goal of greater independence for the young person.
Payments	47	We will make a payment each month to the Host's chosen account representing cost of support given to the young person.
Support reviews	48	We will conduct timely support plan reviews for the young person in order to ensure they are receiving the support appropriate to their needs.
Support	49	We will support the Host in ways that will equip him/her/them to support the young person. The Personal Adviser/Social Worker will be available outside scheduled meeting times to help the Host/young person as may be necessary and practicable.
Accessing Services	50	We will facilitate access to services such as benefit agency, college, training, voluntary sector services providers etc.
Moving on	51	We will, as far as possible, seek to secure move-on accommodation when the lodgings arrangement comes to end. However, in no way shall we be held liable for failure to secure a timely move-on accommodation.

Ending the Agreement

Ending the licence by you	52	You must give us notice in writing preferably 2 weeks ending on a Sunday if you wish to leave the accommodation.
Moving out	53	You must remove all your possessions and return all the keys in your possession for the accommodation to the Host on the last day of the agreement when you leave the accommodation. You must remove all personal possessions and rubbish and leave the accommodation and fixtures, fittings, and furnishings in good condition and repair. We or the Host will accept no responsibility for anything left at the accommodation by you at the end of the occupancy period. In the case of items of property left in the accommodation by you, you must pay the reasonable cost agreeable between you and the Host for their removal and storage or disposal. If you do not reclaim your belongings within the 14 days, the Host will be entitled to dispose of the property as he/she/they think fit.

Miscellaneous

Jurisdiction	56	All parties to this agreement hereby agree that this agreement shall be exclusively governed by and construed in accordance with the laws of England and Wales and will submit to the exclusive jurisdiction of the English Courts.
Contracts (Rights Of Third Parties) Act 1999	57	This agreement shall not operate to confer any rights on any other party and no person other than the parties to it may enforce any provision of this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
Entire Understanding	58	This agreement is the entire understanding of what have been agreed between us, the young person and the Host relating to the accommodation and to all matters dealt with by this agreement.

Signed on behalf of us, Islington Independent Futures:

Date:

Signed by the Lodger:

Date:

Signed by the Provider:

Date:

WARNING
This is a formal document
designed to create legal rights and legal obligations.
Consider taking qualified advice before signing it.

Islington Independent Futures Service is subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State and this licence is one to which the Housing Corporation's Performance Standards apply.

APPENDICES

- 1. Inventory of furniture and fittings**
- 2. Islington Complaints Procedure**
- 3. Living Together Agreement**
- 4. Needs and Risk Assessment**
- 6. Support Plan**