

THE SHEFFIELD CITY COUNCIL

- and -

SOUTH YORKSHIRE HOUSING ASSOCIATION

A G R E E M E N T

for

Mental Health Transitional Landlord Service

Gillian Duckworth
Interim Director of Legal and Governance
Town Hall
Pinstone St
Sheffield

Ref:

- 1.7 Programme Arrangements for providing training and support to an Occupier.
- 1.8 Project The Flexible Generic Support Service by which the Licensee in order to fulfil its obligations under the Support Contract takes licences of properties to provide accommodation to Occupiers and provide life skills training and support described in the Programme, with a view to the termination of the licence and the Occupier being granted a tenancy of the property without further training or support.
- 1.9 Rehousing Services Manager The Manager of the Access to Housing Unit of Sheffield City Council or such other officer of Sheffield City Council as shall from time to time be notified to the Licensee.
- 1.10 Support Contract The Contract between Sheffield City Council and the Licensee in its capacity as support provider administered for the Council by the Housing Independence Service.
- 1.11 A reference to any enactment is a reference to that enactment as from time to time amended, consolidated or re-enacted.

2 Grant of Licence

- 2.1 Subject to Clause 3 hereof, the Council shall from time to time grant to the Licensee licences of such dwellings as may be agreed between the Council acting by the Area Manager and the Licensee acting by its Nominated Officer.
- 2.2 The licence shall be in the form set out in Schedule 1 to this Agreement and the licence shall be on the terms and conditions set out in Schedule 2 hereto.
- 2.3 The Council shall offer and the Licensee shall accept or reject dwellings for the purposes of the Project in accordance with the provisions of Schedule 3 to this Agreement.
- 2.4 This Agreement, except clause 2.1 and Schedule 1, Schedule 2 and Schedule 3, shall apply to any dwelling licensed to the Licensee for the Project before the date hereof as it applies to dwellings in respect of which the Council grants a licence under clause 2.1 thereafter, provided that at the date of this Agreement the Licensee has not given up the dwelling to Council or the Council granted a tenancy to the Occupier thereof.

3 Number Suitability and Selection of Dwellings for the Project

- 3.1 The Council and the Licensee shall each year commencing on the anniversary of this agreement review the number of dwellings in use for the

purposes of the Project and the Council shall if necessary use reasonable endeavours to identify additional dwellings provided that the Council shall not be obliged to identify additional dwellings if the grant of a licence in respect of such dwelling would cause the number of such licences then in force to exceed 20.

- 3.2 The dwelling shall be of a size and kind usually allocated by the Council to households of the same size as the Occupier's household.
- 3.3 The Licensee shall grant to an Occupier a sub-agreement in the form of a sub-licence or assured shorthold tenancy ("the Sub-Agreement") conforming to the requirements of the Conditions of Licence in Schedule 2 hereof.

4 Selection of Occupiers

- 4.1 The Licensee shall select an Occupier for each licensed dwelling who fulfils the following criteria:
 - (i) be motivated to move into and eventually leave the Project;
 - (ii) be able to live independently with only low level support;
 - (iii) actively want support, not just tolerate it to get accommodation;
 - (iv) support must be necessary and sufficiently long term to justify acceptance but may not exceed twelve months;
 - (v) have recognition of potential areas of difficulty and show a willingness to work on issues and change; and
 - (vi) (in the opinion of the Licensee) be not capable of properly managing or keeping accommodation without support and training but may be so capable after the provision of such support and training.
- 4.2 Provided that the Licensee shall not select as an Occupier an individual:
 - 4.2.1 who is not eligible within the meaning of Part VI Housing Act 1996 to be allocated housing accommodation by the Council; or
 - 4.2.2 who is, in the sole opinion of the Rehousing Services Manager after consultation with the Licensee, unsuitable for placement in the dwelling because he is a person subject to the notification requirements of Part 2 Sexual Offences Act 2003;
 - 4.2.3 who has previously been evicted from a dwelling by the Council on any ground of possession falling within Part I Schedule 2 Housing Act 1985 as amended provided that the Area Manager may, in the case of any Occupier, waive the provisions of this clause 4.2.3.
- 4.3 Further provided that if the Licensee selects as an Occupier an individual who pursuant to the Lettings Policy would not be made an offer of housing accommodation by the Council by reason of a debt which he owes to the

Housing Revenue Account of the Council, the Council shall not be obliged to grant a tenancy to the Occupier in accordance with the provisions of clause 6.2 hereof unless the Occupier would at that time be made an offer of housing accommodation by virtue of having made and kept to a repayment agreement and a special debt application being agreed if any debt remains outstanding.

5 Support

- 5.1 The Licensee shall, prior to permitting an Occupier to take up residence in a dwelling, devise for him a Programme.
- 5.2 The Licensee may from time to time alter the Programme.
- 5.3 The Licensee shall provide the Occupier with the training and support mentioned in the Programme.
- 5.4 If in the opinion of the Licensee the Occupier has become capable of managing the dwelling without further training and support, the Licensee may discontinue providing support and training and shall give notice in writing to the Area Manager.

6 Termination of Licence and Grant of Tenancy to Occupier

- 6.1 If the Licensee gives notice as stated in clause 5.4 hereof, it shall at the same time give notice in writing to the Occupier terminating the Sub-Agreement and to the Area Manager terminating the licence in accordance with the respective provisions thereof.
- 6.2 On receipt of such notice the Council shall offer to grant to the Occupier a secure tenancy which will commence at the expiration of the licence on the terms and conditions on which it usually grants such tenancies and the Licensee shall use reasonable endeavours to secure that the Occupier takes a grant of tenancy of the dwelling.
- 6.3 Without prejudice to accrued rights, after the Council has granted a tenancy of a dwelling pursuant to clause 6.2 hereof this Agreement shall cease to apply to it.

7 Vacant Dwelling

- 7.1 If the Occupier of a dwelling ceases to reside in it and the Licensee has not given notice pursuant to clause 5.4 hereof, the Licensee shall be entitled to select a further Occupier of the dwelling subject to the terms hereinafter stated provided that the Licensee shall not be entitled to select a further Occupier if in the reasonable opinion of the Area Manager the Occupier had caused nuisance, annoyance or disturbance to neighbours and the Area Manager objects in writing.
- 7.2 The Licensee shall within four weeks of the previous Occupier ceasing to reside in the dwelling select such further Occupier or terminate the licence in

respect of the dwelling and in such a case the licence shall terminate when the keys of the dwelling come into the possession of the Council.

8 Vacant Possession

- 8.1 If the Licensee considers that the Occupier of a dwelling is not co-operating with the Licensee in fulfilling the criteria mentioned in clause 4.1 hereof or considers that the Occupier of a dwelling will not be able to manage and keep the dwelling after the end of support and training provided in accordance with the Programme, the Licensee shall promptly terminate the Sub-Agreement granted to the Occupier and shall use all reasonable endeavours, including the institution of legal proceedings, to recover possession of the property.
- 8.2 Notwithstanding condition 7 in Schedule 2 of this agreement the Council or the Licensee may by notice in writing at any time terminate a licence granted under clause 2.1 of this Agreement in the following circumstances:
- (i) the Licensee has terminated the Sub-Agreement; and
 - (ii) the Occupier has not given up occupation of the dwelling; and
 - (iii) the Licensee has commenced legal proceeding to recover possession of the dwelling; and
 - (iv) the Occupier defends the proceedings on the ground that the Sub-Agreement conferred upon the Occupier a right of possession against the Council.
- 8.3 The Licensee shall not be obliged to give vacant possession of the dwelling at the termination of the licence pursuant to Clause 8.2 hereof.
- 8.4 The Licensee shall, if required by the Council, cooperate with the Council in any action which the Council take to recover possession, and in particular shall supply to the Council copies of all the documents used, served or prepared in connection with any legal proceedings for possession.
- 8.5 If after a period of 12 months the Occupier remains in occupation of the dwelling under a Sub-Agreement, they shall be deemed to be not co-operating within the terms of Clause 8.1 above unless the Housing Independence Service have agreed to extend the support period under the Support Contract.

9 Review

- 9.1 The Council and the Licensee shall review the operation of the Project at least once in every three months.
- 9.2 Without prejudice to the right of either the Council or the Licensee to review other matters the review shall include
- Occupancy Statistics
 - Housing Management matters
 - Change to the Licensee's policies, practices and procedures

- 9.3 The Council and the Licensee shall at the request of either of them review the progress or conduct of any Occupier, or a breach of Conditions of Licence of a dwelling.
- 9.4 An officer of the Licensee shall once in every year prepare a report for the Area Housing Meeting of the Council (which term shall for the purposes of clause 9 include Council meetings or meetings of similar character arranged for a housing area including but not limited to Local Area Housing Forum meetings) for any housing area in which the Licensee holds a dwelling under a licence granted pursuant to this Agreement to advise the Area Housing Meeting on the operation of the Project and shall, if requested, attend the meeting to present the report and answer questions.
- 9.5 An officer of the Licensee shall at the request of the Area Manager attend such other meetings of an Area Housing Meeting as the Area Manager considers necessary.

10 Indemnity

- 10.1 The Licensee shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising directly or indirectly
- 10.1.1 out of the Licensee's failure to observe, perform or comply with any condition or obligation of the Licensee herein contained;
- 10.1.2.1 out of the Occupier's failure to observe, perform or comply with any condition of the Sub-Agreement required to be included therein by condition 6.3.2 of the Conditions of Licence in Schedule 2 hereof.
- 10.2 Provided that the Licensee shall not be responsible for any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of the Council, its employees, agents or contractors, or by the breach by the Council of its obligations under this Agreement.

11 Insurance

- 11.1 The Licensee shall arrange Public Liability Insurance with a reputable insurer of its choice and in line with its financial regulations.
- 11.2 The Public Liability Insurance shall have a minimum limit of indemnity of £5,000,000 in respect of any one incident.
- 11.3 The Licensee shall provide evidence to the Council annually that it has arranged Public Liability Insurance together with confirmation of the limit of indemnity in line with Clause 11.2 of this Agreement.

12 Assignment

- 12.1 This Agreement shall not be assigned or transferred by the Licensee except in the circumstances mentioned in clause 13.2.1 hereof.

13 Termination

- 13.1 Either the Council or the Licensee may terminate this Agreement by not less than six months notice in writing.
- 13.2 The Council may by notice in writing terminate this Agreement with immediate effect if
- 13.2.1 the Licensee shall pass a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the successor assumes all of the obligations of the Licensee under this Agreement), or
 - 13.2.2 the Licensee ceases to carry on its business or substantially the whole of its business, or
 - 13.2.3 the Licensee becomes or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors, or
 - 13.2.4 if a liquidator, receiver, administrator, administrative receiver, manager, trustee, or similar officer is appointed over any of the assets of the Licensee.
- 13.3 The effect of giving notice of termination shall be as follows:
- 13.3.1 the Council shall grant no further licences pursuant to clause 2.1 notwithstanding that it has granted fewer licences than may be required by clause 3.1;
 - 13.3.2 the licence in respect of any dwelling which is not occupied at that time shall terminate immediately provided that the Council shall permit the Licensee access to remove any items or equipment provided by the Licensee for use by an Occupier;
 - 13.3.3 the licence in respect of a dwelling which is occupied at that time shall terminate on the sixth Monday after the date of termination and the Licensee shall terminate the Sub-Agreement of the Occupier to expire before that date;
 - 13.3.4 provided that in a case within clause 13.3.3 the Area Manager may agree with the Licensee to grant a secure tenancy to the Occupier and in such a case the Licensee shall use reasonable endeavours to secure that the Occupier takes a tenancy of the dwelling at the expiration of the licence.
- 13.4 Save as provided in Clause 13.3 termination of the Agreement shall not affect any right or liabilities which have accrued prior to the date of termination.

14 Notices

- 14.1 Every notice or other communication under this Agreement shall be in writing delivered personally or by pre-paid letter or by facsimile addressed to the relevant recipient at its address stated below.
- 14.2 Every notice or other communication shall be deemed to have been received when delivered personally or by facsimile on the day of receipt and in the case of a letter on the third day after posting.
- 14.3 Provided that if the day of receipt is not a day on which the recipient is open for its normal business, it shall be deemed to have been received on the next day on which it is so open.
- 14.4 Further provided that notices or communications sent by facsimile shall be confirmed by copy thereof delivered personally or despatched by pre-paid letter within twenty-four hours of the facsimile.
- 14.5 The address for service of the Council for legal notices shall be Director of Legal and Governance, Town Hall, Sheffield, S1 2HH and for other communications such other address from time to time notified in writing to the Licensee by the Council.
- 14.6 The address for service of the Licensee shall be South Yorkshire Housing Association of 43-47 Wellington Street, Sheffield, S1 4HF or such other address from time to time notified in writing to the Council by the Licensee.

SCHEDULE 1

PROJECT LICENCE

This Licence is made the day of between:

- (i) the Sheffield City Council of Town Hall, Pinstone Street, Sheffield ("the Licensor")
- (ii) South Yorkshire Housing Association of 43-47 Wellington Street, Sheffield, S1 4HF ("the Licensee")

IT IS HEREBY AGREED THAT as follows:

1 Definitions and Interpretation

For all purposes of this Licence the terms defined in this clause have the meanings specified.

1.1 "Licence"

includes, unless expressly stated to the contrary, any document supplemental to or collateral with this document or entered into in accordance with this document except the Conditions of Licence.

1.2 "Dwelling"

means all that dwelling known as [address]

1.3 "Conditions of Licence"

means Schedule 2 of an Agreement made the [DATE] day of [MONTH] [YEAR] between the Licensor and the Licensee.

2 Grant of Licence

The Licensor grants to the Licensee a Licence of the Dwelling at a licence fee of £[NUMBER] per week and exclusive of rates, charges, and other taxes.

3 Terms of this Licence

Except as to

3.1 the dwelling licensed

3.2 the licence fee reserved

this Licence is granted upon the terms and subject to the same provisos and conditions as are contained in the Conditions of Licence as if they were set out in this Licence in full.

4 Conditions

- 4.1 The Licensee agrees with the Licensor to observe and perform all the terms and conditions on his part contained in the Conditions of Licence
- 4.2 The Licensor agrees with the Licensee to observe and perform all the conditions on his part contained in the Conditions of Licence

AS WITNESS the hand of _____ for and
 on behalf of the Licensor and the hand of _____
 for and on behalf of the Licensee the day and year above written

Signed by the above named

in the presence of:

(Signature, Name and Address of Witness)

Signature

Name

Address

.....

.....

Signed by the above named

in the presence of:

(Signature, Name and Address of Witness)

Signature

Name

Address

.....

.....

SCHEDULE 2
CONDITIONS OF LICENCE

1. Definitions

- | | | |
|-------------|----------------------|---|
| 1.1 | Area Manager | The Manager of the Area Housing Office of Sheffield City Council which serves the housing area in which the Dwelling is situated. |
| 1.2 | Building | A dwelling and any outbuilding but not any private garden. In the case of a flat or maisonette, the 'building' which the Dwelling is in. |
| 1.3 | Dwelling | A house, flat, maisonette or bungalow but not any private garden. |
| 1.4 | Household | Everybody living in the Dwelling, including lodgers. |
| 1.5 | HRA | The Housing Revenue Account maintained by the Licensor under the provisions of Part IV Local Government and Housing Act 1989 as from time to time amended, consolidated or re-enacted. |
| 1.6 | Licensee | South Yorkshire Housing Association, 43-47 Wellington Street, Sheffield. |
| 1.7 | Licensor | The Sheffield City Council, Town Hall, Pinstone Street, Sheffield. |
| 1.8 | Occupier | The person selected in accordance with the criteria for the Project to whom the Licensee has granted a Sub-Agreement of the Dwelling. |
| 1.9 | Project | The arrangements for selection of Occupiers, provision of accommodation training and support more fully described in an agreement dated made between the Licensor and the Licensee. |
| 1.10 | Property | A dwelling and any private garden and outbuilding. |
| 1.11 | Shared Parts | Shared parts means hallways, staircases, storage areas, drying and parking areas which may be used by all residents within a block of flats or maisonettes. |
| 1.12 | Sub-Agreement | Assured shorthold tenancy or sub-licence granted to an Occupier by the Licensee. |

2. Repairs and Maintenance for which the Licensor is responsible

2.1 The Licensor will repair and maintain the following:

- 2.1.1 the structure and outside of the Building (roofs, outside walls, outside doors, window sills and frames, chimneys and chimney stacks, drains, gutters and outside pipes)
- 2.1.2 inside walls, skirting boards, doors, doorframes, floors, ceilings and major replastering work
- 2.1.3 electric wiring, sockets and light fittings, and gas and water pipes
- 2.1.4 heating equipment (such as fires, radiators and storage radiators) and water heating equipment (such as boilers and immersion heaters)
- 2.1.5 kitchen and bathroom fixtures (such as sinks, basins, baths, showers and toilets)
- 2.1.6 pathways and steps which are the main means of getting to the Dwelling
- 2.1.7 shared TV. aerial
- 2.1.8 the glass in outside doors and windows
- 2.1.9 supporting or retaining walls and front walls and front metal railings to the Property
- 2.1.10 furniture or fittings provided by the Licensor
- 2.2** The Licensor will be responsible for cutting down or trimming large trees within the Property, but only if they are causing danger or damage to the Property or a nearby property.
- 2.3** The Licensor will decorate the outside and any Shared Parts of the Building when necessary.
- 2.4** The Licensor will keep in good repair and look after the Shared Parts of the Building provided that the Licensee shall assist and cooperate in doing so.
- 2.5** If the Licensee requests a repair pursuant to the provisions of Clause 3.2 hereof and the Licensor agrees to carry out the repair the Licensor will give to the Licensee a receipt showing when the Licensor will carry out the work:
 - 2.5.1 if the receipt says the repair is in Category Q, the Licensor will carry out the repair on that day
 - 2.5.2 if the receipt says the repair is in Category A, the Licensor will carry out the repair within 24 hours
 - 2.5.3 if the receipt says that the repair is in Category B, the Licensor will carry out the repair within 7 days
 - 2.5.4 if the receipt says the repair is in Category C, the Licensor will carry out the repair within 4 weeks
- 2.6** Provided

- 2.6.1 the issue of a repair receipt, which refers to a tenancy or to Right-to-Repair Regulations, shall not be taken as implying that the Licensor has granted to the Licensee a tenancy of the Property;
- 2.6.2 the Licensor will not be responsible for internal decorations;
- 2.6.3 the Licensor will not repair any damage caused by the Licensee his agents or employees, the Occupier his household or his guests, deliberately or through neglect or carelessness; and
- 2.6.4 the Licensor will not repair any fixtures or fittings which the Licensee or the Occupier has added to the Property unless the Licensor agreed, in writing, to maintain them before the Licensee or the Occupier installed them.

3. Repairs and Maintenance for which the Licensee is responsible

- 3.1 The Licensee shall carry out any repair not listed in conditions 2.1 - 2.4.
- 3.2 The Licensee shall inform the Licensor of any repair for which the Licensor is responsible as soon as possible.
- 3.3 The Licensee shall look after and maintain the Property and any furniture provided by the Licensor and carry out any repairs which it is responsible for.
- 3.4 If the Occupier shall break or omit or fail to perform any obligation or condition required by condition 6.3.2 hereof to be included within in the Sub-Agreement the Licensee shall so far as may be possible remedy the breach omission or failure.
- 3.5 If the Licensee shall break or omit or fail to perform any obligation contained in conditions 3.3 and 3.4 hereof the Licensor may maintain the Property or furniture or carry out repairs or remedy the breach and may recover from the Licensee all the costs and expenses which it incurs in so doing.

4. Alterations

- 4.1 The Licensee shall not alter or improve the Property without the permission in writing of the Licensor. This includes but is not limited to:
 - putting up an extension
 - adding to or changing or replacing the fixtures and fittings provided by the Licensor
 - altering essential gas, electricity, heating and water services
 - putting up a radio or television aerial or satellite dish
 - decorating the outside of the Dwelling.

- 4.2** The Licensee shall obtain all necessary consents including but not limited to Building Regulations and Planning Consent.
- 4.3** The Licensee shall not interfere with any part of a district heating system (including any meters, prepayment controllers or cards), whether the system is provided by the Licensor, Sheffield Heat and Power Ltd., or anyone else.

5. Licence Fee

- 5.1** The Licence Fee shall be payable four weekly in advance provided the Licence Fee shall not be payable in respect of two weeks in each year which the Licensor shall notify to the Licensee.
- 5.2** On each occasion the Licensor varies the net rents for dwellings accounted for within the HRA the Licensor may, by not less than four weeks notice in writing, vary the Licence Fee by the same proportion as it varies the rents of such dwellings.
- 5.3** The Licensor may, from time to time, by not less than four weeks notice in writing, vary the Licence Fee in the event that at its sole discretion the Licensor provides additional fixtures, fittings or services to the Dwelling.
- 5.4** The Licensee shall in addition pay any council tax, rates, heating or water charges.
- 5.5** The Licensor may from time to time by notice in writing increase the amount of any heating charge or other charge in respect of the Property.
- 5.6** The Licensee shall not withhold the Licence Fee for any reason whatsoever and in particular shall not set-off the cost of outstanding repairs which are the Licensor's obligation against the obligation to pay the Licence Fee.
- 5.7** If any supply of heating and hot water supplied by the Licensor as part of an unmetered scheme goes off for more than a day, the Licensor will reduce the heating charge by one-seventh for each day (or part of a day over eight hours), during which the heating and hot water is off.
- 5.8** The Licensee shall pay interest on a Licence Fee or other sum due under this Licence which is not paid within thirty days of the date on which payment is due to the date of payment whether before or after judgement at the rate of 4% above base rate per annum.

6. Using the Property

- 6.1** The Licensee shall use the Property only for the purposes of providing residential accommodation in connection with the Project and for no other purpose whatsoever.
- 6.2** the Licensee shall not assign this Licence.
- 6.3** The Licensee:
- 6.3.1 shall not grant any Sub-Agreement except to an Occupier;

- 6.3.2 shall ensure that the terms and conditions of clauses set out in condition 6.4 of this Licence are terms and conditions of any Sub-Agreement;
- 6.3.3 shall use its best endeavours to ensure that the Occupier, his household and guests comply with every condition of the Sub-Agreement required to be included in the Sub-Agreement by condition 6.3.2 hereof;
- 6.3.4 shall permit the Occupier, equally with the Licensee, to exercise the Licensee's rights under condition 3.2 hereof.

6.4 The terms and conditions of the Sub-Agreement shall include the following:

Using the Property

- 6.4.1 The Occupier, his household and guests must respect the rights of other people and not do anything (either in or near the Property or on the estate where the Property is) which is illegal, immoral or would cause danger, a nuisance or annoyance, including harassment of other people.

Harassment includes but is not limited to harassment because of a person's race, sex, sexuality, mental health, physical disability, learning disability, religion or because they have HIV/AIDS. Harassment is an interference with the peace and comfort of any person in relation to the enjoyment of their property or facilities on the estate.

- 6.4.2 The Occupier, his household and guests must not use violent, abusive or offensive behaviour to the Licensor, or its employees, agents or contractors doing housing work. This condition applies on or near the Property or the estate on which it is situated or in any of the estate in which it is situated or in any housing office or elsewhere.

- 6.4.3 The Occupier must not store petrol, paraffin, liquid or bottled gas or other dangerous materials in the Property.

In flats and maisonettes the Occupier must not use paraffin heaters or liquid or bottled gas heaters.

The Occupier must take all reasonable precautions to prevent a fire.

- 6.4.4 The Occupier must not keep any vehicle (including a caravan, boat or trailer) at the Property, if the size or condition of the vehicle spoils the surrounding property or estate.
- 6.4.5 The Occupier must not use any garden or drive to the Property to store, load or unload scrap metal, or to strip down vehicles or persistently repair them.
- 6.4.6 The Occupier must not keep any animal which the Licensor considers to be dangerous or which may cause a nuisance.
- 6.4.7 The Occupier must not keep a dog or cat in a flat or maisonette which has shared parts or a shared entrance.

- 6.4.8 The Occupier must not keep any pigeons or doves in or on any part of the Property.
- 6.4.9 The Occupier must keep any private garden or hedges to the Property tidy.
- 6.4.10 The Occupier may only park a vehicle in the garden of the Dwelling if there is a hardstanding. The Occupier shall not construct a hardstanding.
- 6.4.11 The Occupier must not regularly park a vehicle on communal areas, pavements or verges at the side of roads.

District Heating Schemes

- 6.4.12 The Occupier shall not interfere with any part of a district heating system (including any meters, prepayment controllers or cards), whether the system is provided by the Licensor, Sheffield Heat and Power Ltd., or anyone else.

Access to the Property

- 6.4.13 The Occupier shall not obstruct the right of the Licensor's employees, agents or contractors to enter the Dwelling to inspect the Dwelling, carry out repairs or improvements, service appliances or carry-out any of the Licensor's powers or duties under this Licence or otherwise.

The Licensor will give the Occupier 72 hours notice in writing if the Licensor wishes to enter the Dwelling and the Licensor's employees, agents or contractors will show the Occupier a pass proving their identity before they enter the Dwelling.

- 6.4.14 If the Licensor decides that it is necessary because of an emergency which could cause personal injury or damage to the Dwelling or adjoining premises and the Occupier does not give the Licensor immediate access, the Licensor may take steps to enter the Dwelling using force if necessary without giving notice.

7. Terminating the Licence

- 7.1 The Licensor or the Licensee may by not less than 6 weeks notice in writing determine the Licence hereby granted at any time.
- 7.2 Except as provided by condition 7.4 hereof the Licensee shall give vacant possession of the Dwelling at the termination of the Licence.
- 7.3 The Licensee shall, at the request in writing of the Area Manager, use its best endeavours (not including termination of the Sub-Agreement of an Occupier) to prevent or curtail or prevent a repetition of any breach of a condition of the Sub-Agreement required by condition 6.3.2 hereof to be included in the Sub-Agreement.
 - 7.3.1 The Licensee shall, at the request in writing of the Area Manager, consider terminating the Sub-Agreement of an Occupier and recovering possession of the Dwelling if the Occupier has breached a condition of the Sub-Agreement required by condition 6.3.2 hereof to be included in the Sub-Agreement and if

the Licensee decides not to terminate the Sub-Agreement the Licensee shall in writing notify the Area Manager of the reasons for that decision.

- 7.4** If the Licensor, at the request of the Licensee, has agreed to grant a tenancy to the Occupier, the Licensee shall not be obliged to give vacant possession of the Dwelling at the termination of the Licence but shall use reasonable endeavours to ensure that the Occupier enters into a tenancy of the Dwelling with the Licensor upon the Licensor's standard terms and conditions.
- 7.5** The Licensee shall leave the Property clean, safe and tidy and ready for the next tenant to move into and the Licensee shall return all keys to the Area Office at the end of the Licence.
- 7.6** If so required by the Licensor, the Licensee shall remove fixtures and fittings which the Licensee or the Occupier have added to the Dwelling and shall replace them with fixtures and fittings of a kind used by the Licensor and shall carry out such replacement to the reasonable satisfaction of the Licensor.
- 7.7** If the Licensee or the Occupier have altered the Dwelling, the Licensee shall, if so required by the Licensor, restore the Dwelling to its original condition.
- 7.7.1** The Licensor may require the Licensee to restore the Dwelling notwithstanding that the Licensor gave permission for the alteration.
- 7.8** The provisions of conditions 7.6 and 7.7 shall apply notwithstanding the Licensor has agreed to grant a tenancy to the Occupier pursuant to condition 7.4 hereof.
- 7.9** If the Licensee omits or fails to perform its obligations under clauses 7.5, 7.6 and 7.7 hereof, the Licensor may clean the Property, replace fixtures and fittings or restore the Property.
- 7.10** The Licensee shall pay to the Licensor the Licensor's costs and expenses incurred in exercise of its rights under Clause 7.9 hereof.
- 7.11** The Licensee shall pay to the Licensor the Licensor's costs and expenses incurred in the repair of any damage to the Building arising out of or in connection with this Licence or the occupation of the Occupier howsoever caused.

8. Notices

- 8.1** Every notice or other communication under this agreement except a request for repairs made under condition 3.2 hereof, shall be in writing delivered personally or by pre-paid letter or by facsimile addressed to the relevant recipient at its address stated below.

Every notice or other communication shall be deemed to have been received when delivered personally or by facsimile on the day of receipt and in the case of a letter on the third day after posting.

- 8.2** Provided that if the day of receipt is not a day on which the recipient is open for its normal business, it shall be deemed to have been received on the next day on which it is so open.

- 8.3** Further provided that notices or communications sent by facsimile shall be confirmed by copy thereof delivered personally or despatched by pre-paid letter within twenty-four hours of the facsimile.
- 8.4** The address for service of the Council for legal notices shall be Director of Legal and Governance, Town Hall, Sheffield, S1 2HH. In the case of a notice to be sent to an Area Manager, the address for service shall be the address for the time being of the Area Housing Office for the housing area.
- 8.5** The address for service of the Licensee shall be SYHA, 43-47, Wellington Street, Sheffield or such other address from time to time notified in writing to the Council by the Licensee.

SCHEDULE 3

LIAISON BETWEEN SOUTH YORKSHIRE HOUSING ASSOCIATION AND SHEFFIELD CITY COUNCIL IN TAKING OVER REPLACEMENT PROPERTIES

It is clearly important that South Yorkshire Housing Association and the Housing Areas that provide it with properties have good liaison to ensure that:

- 1 Properties offered to the Project are accepted or rejected quickly, to ensure that rent loss through properties being vacant is minimised.
- 2 Prospective Project clients can quickly establish themselves in their properties.

Guidelines have been drawn up with the aim of establishing good working links between the Project and Sheffield City Council.

These are as follows:

- 1 The Project will give 3 months notice in writing to Sheffield City Council when it has identified that a tenant of the Project is ready to be 'handed over' to the relevant Housing Area.
- 2 The Project has minimum requirements for properties it accepts from Sheffield City Council. These are that:
 - (i) The property is in a reasonable state of repair thus allowing it to be quickly occupied.
 - (ii) The property is lettable; that the Project has some demand for the property it is offered.

The Project will not accept properties which it is unable to relet. If the Project is offered a property which requires major repairs then the Project will only accept this property once the repairs have been successfully completed. A major repair is one which would prevent a client from moving into a property. The Project will accept a property which requires minor repairs that could be rectified while the property was being let.

- 4 The Project is only liable for the licence fee on a property it is offered by Sheffield City Council once it has formally accepted the property. Once a property has been offered to the Project by Sheffield City Council, the Project will make a decision on accepting or rejecting a property within one week unless it needs further expert input to make a decision, for example if the property needs some form of technical inspection. If this is the case the Project will contact Sheffield City Council to explain why longer than one week is needed and a revised date will be agreed between the parties.

Once the Project has accepted a property the Project will incur liability for the licence fee on the property from the preceding Monday.

AS WITNESS the hand of
Council

for and behalf of the

and the hand of
the Licensee the day and year above written

for and on behalf of

Signed by the above named

in the presence of:

(Signature, Name and Address of Witness)

Signature

Name

Address

.....

.....

Signed by the above named

in the presence of:

(Signature, Name and Address of Witness)

Signature

Name

Address

.....

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