

APPENDIX 1



**Housing Culture and Enterprise
Emergency Placement Team**
Brighton & Hove City Council
Bartholomew House
Bartholomew Square
Brighton
BN1 1JP

Date:

Our Ref:

Phone: 01273 294400 (Option 3, then
Option 1)

emergencyplacementcancellations@brightonhove.gov.uk

Dear

Temporary Accommodation Nightly Non-Secure Licence

YOU ARE BEING PROVIDED WITH THIS ACCOMMODATION EITHER UNDER A STATUTORY DUTY OR UNDER A DISCRETIONARY POWER.

If you are being accommodated under a homelessness duty then this accommodation is provided under the terms of Part 7 Housing Act 1996 (as amended). If a decision has not yet been reached on your application it is provided under section 188 of the legislation. If your application has been investigated and accepted then it is provided under section 193 of the same legislation.

IF YOU ARE ASKED TO LEAVE THIS ACCOMMODATION AS A RESULT OF ANY BREACH OF THIS LICENCE AGREEMENT THEN THE COUNCIL MAY DECIDE THAT THE DUTY OR POWER TO PROVIDE YOU WITH ACCOMMODATION HAS CEASED AND YOU WILL NOT BE PROVIDED WITH ALTERNATIVE ACCOMMODATION.

As a Licensee you must agree to the following conditions:

1. Licence Fee

- You must pay the licence fee when it is due

2. Nuisance and Harassment

You must not do the following:

- Cause a nuisance or annoyance to your neighbours
- Harass your neighbours for any reason, including their colour, race, nationality, ethnic origin, age, sex, sexuality, disability or religion

- Take part in any activities which may cause a nuisance or annoy your neighbours e.g. playing loud music
- Allow any member of your household, or visitor, to harass or cause a nuisance or annoy your neighbours
- Use the premises or allow it to be used for immoral or illegal purposes
- Commit an arrestable offence on the premises, or in the surrounding area
- Abuse, threaten or assault our employees, agents or contractors or allow members of your household, or visitors to do so.

Harassment can include:

- Using violence or threatening to use violence towards anyone
- Using abusive or insulting words or behaviour
- Causing damage or threatening to cause damage to anyone's property or home
- Writing threatening, abusive or insulting graffiti
- Intimidating anyone in any way

Neighbours include:

- Your neighbours
- Their visitors
- Anyone else in the neighbourhood

3. The right to occupy / live in the premises

- You must live in the premises as your only home
- You must not evict anyone from your household other than according to the law
- You must not cause a member of your household to leave your home by using or threatening to use violence against them, or member of their family or other members of your household

4. Allowing people authorised by the council to come in to your home

- From time to time the Council will authorise people to enter your home to inspect its condition and/or inspect it for re-letting and/or carry out any works to it or to any other property near or next to your home which the Council owns.
- In an emergency, you must let those people authorised by the Council in to your home even if the Council has not told you in advance

- You must allow the Council or anyone who works for, or is authorised by the Council, upon giving at least 24 hours' notice in writing (except in an emergency) to enter your home at all reasonable times for any of the following purposes:
 1. Carrying out an annual gas safety check.
 2. Inspections.
 3. Repairs, whether to your home, or to any property near or next to your home which the Council owns.
- In an emergency, you must let those people authorised by the council into your home even if the council has not told you in advance.
- You agree that in an emergency, the Council may obtain access, by a lock change if necessary, if no one is available to allow the council access to your home.

5. Looking after the premises

- You must keep the premises clean, tidy and in a good state of repair (This does not mean you have to do any of the repairs which are our legal responsibility)
- You are responsible for paying your utility bills, T.V. Licence and council tax bill
- You must pay the cost of repairing any damage you cause to the premises or fittings or furnishings we provide (This does not include general fair wear and tear)
- You must pay the cost of any cleaning or rubbish clearance if we have to arrange either of these when you leave the premises
- You must not block any areas you share with other people or fire exits
- You must make sure that the premises are not overcrowded and only those named on this licence live at the premises
- You must not keep or allow any pets on the premises
- You must adhere to the Landlords terms of occupation as they have the right to cancel your booking

6. Drugs

- You must not supply, or grow on the premises, or in the surrounding neighbourhood, any illegal drugs, or other substances described in the Misuse of Drugs Act 1971, or any other relevant law. If you are convicted of supplying or growing drugs on the premises, or nearby, we will normally cancel your accommodation.

7. Paedophilia

- You must not supply from the premises or the surrounding neighbourhood child pornography, or use the premises for any sexual activity involving children.

8. Licence

- The licence is nightly
- You must pay the licence fee every night in advance
- We may change the licence fee (including any other charges) by giving you one nights prior notice

This document is a non-secure licence agreement between Brighton and Hove City Council and person / persons named below:

Household Members:

Name	DOB	Lead applicant or relationship to
		Lead Applicant

Licence Start Date:

Total nightly charge:

Licensee's name:

Licensee's signature: _____

Date:

Brighton and Hove City Council Officer name:

Brighton and Hove City Council Officer signature: _____

Date: