****

***KCC Kent Supported Homes***

**LICENCE**

**AGREEMENT**

**Relating to property known as:**

**AGREEMENT DATED:**

**BETWEEN**

1. **(*Young Person Name*)**

**AND**

**(2) (*Private Landlord and Support Provider*)**

**LICENCE AGREEMENT BETWEEN**

(1)  **THE LICENSEE:**

**AND**

(2) **THE LICENSOR:**

***Of***

**Introduction**

This agreement is entered into under arrangements made by Kent County Council’s Supported Homes Service, the aim of which is to provide a safe and secure base for young people supported by the service to receive support and guidance necessary for future independent living.

The licensee is a 16-21-year-old being looked after by Kent County Council (referred to in this agreement as “KCC”) or young person who was previously in care or looked after by KCC.

The licensor is the owner or tenant of the property and they occupy it as their only or principal home. The licensor has the right to allow the licensee to use the property.

KCC has entered into an agreement (the Supported Homes and Staying Put Agreement) with the licensor about placing young people at the property. Under the terms of that agreement the licensor agrees to provide support to young people placed with them as identified in their moving-in agreement.

The licensee has entered into a moving in agreement with KCC and the licensor setting out the commitments and agreements entered into between them including the support to be provided by the licensor to the licensee.

This agreement sets out the terms on which the licensor agrees to permit the licensee to occupy or use the premises. It grants a licence to the licensee and does not give them a tenancy or exclusive possession of any part of the premises.

* 1. **Definitions:**

**In** this agreement:

* 1. **The Property means:**

1.2 **The Sleeping Accommodation** meansthe bedroom at the property identified for use by the licensee when this agreement starts or such other bedroom as the Licensor may assign by notice to the Licensee.

1.3 **The Shared Living Accommodation** means theProperty apart from the sleeping accommodation, other bedrooms or any other parts of the property identified by the licensor as not available for use by the licensee.

* 1. **Licence Fee** means [INSERT AMOUNT] or any change to that amount made under clause 4. No licence fee is payable by the licensee at any time where the licensee is below the age of 18 or where they are not eligible to claim housing benefit or universal credit for housing costs (except in a case where the lack of eligibility arises because of their means or because they are a student). See moving in agreement for more detail. Any agreements will be subject to review dependent on changes to the Licensee’s status.
  2. **Utility Fee** meansa£10per weekcharge in respect of the provision of water, electricity and gas.
  3. **Licence Period:** The period from the date of this Agreement to the date when this licence is terminated or otherwise comes to an end.
  4. In respect of use of The Property and its parts:

**THE** Licensor agrees with the Licensee:

2.1 For the Licence Period the Licensor permits the Licensee to use the sleeping accommodation identified to the Licensee and, in common with the licensor and all others authorised by the licensor, to use the shared living accommodation in the Property.

The licensor may, at any time, change the sleeping accommodation assigned to the licensee to any other sleeping accommodation at the property.

2.2 During the licence period the licensee may use the furniture, furnishings and other possessions provided by the licensor in the property, except that the licensee may not use the home telephone, if there is one, without the licensor’s permission.

2.3 This licence does not permit the licensee to use any part of the property at a time when (a) the licensor is absent from property overnight or on holiday and (b) Your Social Worker or Personal Adviser has determined that the licensee ought not to stay at the property during licensor’s absence . Unless this has been agreed in advance by the allocated worker, host and YP after carrying out a risk assessment as to whether the YP can stay in the property in the absence of the host. In such a case KCC will make alternative arrangements as allowed for in the moving-in agreement.

2.4 **THIS** Licence is personal to the Licensee and cannot be transferred. The Licensee is not entitled to allow any other person to use the Property.

2.5 **THIS** Licence does not give the Licensee exclusive possession of any part of the Property. The Licensor is entitled to use the Property at any time.

2.6 **THE** Licensor intends to grant licences similar to this to other young persons.

2.7 The Licensor requires that all parts of the Property, including the sleeping accommodation, be made available to the Licensor, to supporting professionals from KCC such as Social Workers or Personal Advisers or other people authorised by the licensor. This is for purposes including but not limited to, inspection, repair, health and safety / welfare checks or provision of support to or supervision of the licensee and any other licensees at the property.

**THE** Licensee agrees with the Licensor:-

2.8 Not to stay away from the property for more than 3 nights in any week without giving prior notice to the licensor. Where the licensee is under the age of 18 then they agree not to stay away from the property for more than 3 nights in any week without the permission of their social worker.

2.9 **NOT** to bring any furniture / white goods / equipment or personal belongings on to the Property (apart from the sleeping accommodation [bedroom]) without the consent of the Licensor.

2.10 **NOT** to bring any of the items listed in Appendix 1 onto the property or allow them to be brought onto the property or kept there.

2.11 **TO** keep the Sleeping Accommodation clean and tidy and to help keep the Shared Living Accommodation clean and tidy and free from rubbish.

2.12 **NOT** to install any lock on the door of the sleeping accommodation.

2.13 **NOT** to allow illegal drugs to be possessed, used, sold or grown at the property

2.14 **TO** use the premises carefullyand not to cause damage to the property or furniture or equipment and possessions in it including possessions belonging to other people using the property.

2.15 **NOT** to allow visitors or guests into the premises without the prior permission of the Licensor.

2.16 **TO** report to the licensor any damageto the Property or to items in the Property belonging to the Licensor or others.

* 1. In respect of behaviours within the Property:

**THE** Licensee agrees with the Licensor:

3.1 **NOT** to act in such a way as to cause any nuisance, damage, disturbance, annoyance, or interference to any other person allowed on the Property.

3.2 Not to act in such a way as gives rise to any safeguarding concern as set out in appendix III.

3.3 **TO** comply with any applicable house rules as set out in the moving-in agreement and in Appendix 4 of The Licence Agreement or otherwise and with the licensor’s other reasonable requirements or guidance about the use of the property or other expected conduct or behaviour.

3.4 **TO** comply with any plan of action drawn up following any notification by the licensor of any issues of concern under 3.7 including any revision or change to the plan of action resulting from any review or appeal.

3.5 **TO** be responsible for the actions or decisions of any guests permitted to access the Property for the entire duration of their presence in the Property.

**THE** Licensor agrees with the Licensee:

3.6 The licensor will communicate any requirements or guidance about the licensee’s use of the premises and expected conduct clearly and with the use of interpreters if necessary.

3.7 The Licensor will raise any issues of concern in respect of the Licensee, their behaviour or wellbeing, conduct of guests or other factors as soon as they are identified.

3.8 Where such concerns are identified then a plan of action will be drawn up following the escalation procedure set out in the Appendices to the Moving-in agreement including provisions for review of or appeal against any such plan of action.

* 1. In respect of payment of the License Fee and Utility Fee:

**THE** Licensee agrees with the Licensor:

4.1 **TO** pay the Licence Fee to the Licensor in advance without deductions on the Monday of every week. This does not apply at a time where no licence fee is payable under 4.3 below.

4.2 **TO** pay the Utility Fee to the Licensor in advance without deductions on the Monday of every week.

4.3 No licence fee is payable by the licensee at any time where the licensee is (a) below the age of 18 or (b) a person within paragraph 1 of schedule 3 to the Nationality Immigration and Asylum Act 2002 and where KCC notifies the licensor that it has decided to continue to make payment towards the accommodation of the licensee. In such a case provision for any payment is made in the agreement between KCC and the licensor.

4.4 **TO** notify the Licensor and their Fostering/Social worker or Personal Adviser as soon as possible of anything which could affect the Licensee’s ability to pay their License Fee or Utility Fee and to work with them to ensure that future payments are made on time.

4.5 If the level of Local Housing Allowance (LHA) payable in respect of the licensee’s use of the property is increased then the licensor may increase the license fee up to the amount of the increased LHA by giving not less than 4 week’s notice in writing to the licensee.

4.6 Where the moving-in agreement provides that the host will provide and cook food, then the licensee will pay a food allowance of £20 per week to the licensor in advance on the Monday of every week or other day as agreed by the licensee, licensor and Accommodation Officer / Fostering Social Worker. This will continue until the licensor, licensee and supporting professionals from KCC agree otherwise.

**THE** Licensor agrees with the Licensee:

4.7 **TO** provide a written receipt of payment, upon request from the Licensee.

4.8 **TO** keep record of payments received in payment of both License Fees and Utility Fees

4.9 **TO** communicate any concerns in respect of possible, or actual late/non-payment of either License Fee or Utility Fee by the Licensee at the earliest possible opportunity, to the Licensee’s PA, Fostering/Social Worker or KCC Accommodation Officers and to engage with any plan agreed for repayment.

Ending the licence

5.1 The licensor may terminate this licence at any time by giving not less than 14 days’ Notice, in writing, to the Licensee of the requirement to vacate the Property.

5.2 The licensor may, with the consent of Kent County Council, terminate this licence without notice or with less than 14 days’ notice if:

5.2.1 The licensee is in breach of the terms of this licence agreement.

5.2.2 The circumstances are such as to give rise to a safeguarding concern as specified in Appendix III or the licensor reasonably considers that the circumstances are such.

5.3 Written notice under this clause may be given by the licensor in any of the following ways.

5.3.1 By handing it to the licensee.

5.3.2 By leaving it in the sleeping accommodation or attached to the door of the sleeping accommodation or in a part of the property from which post is usually collected. Notice is deemed to have been given 24 hours after it was so left.

5.3.3 By email or text to the licensee. Notice is deemed to have been given 24 hours after it was so sent.

* 1. Any notice or termination under this clause is effective to bring the licence to an end notwithstanding any plan of action to address issues of concern or any review or appeal in relation to such a plan or to the decision to end the licence. No outstanding process under Appendices 1-3 of the moving in agreement or breach of or failure to follow of those processes will prevent the licensor from terminating the licence or from taking any lawful steps to recover vacant possession of the property or any part of it.

5.5 The licensee may terminate the licence by giving not less than 14 days’ notice or such shorter period of notice as may be accepted by the licensor.

5.6 On the licence coming to an end, whether by notice or otherwise:

5.6.1 The licensee shall cease to be entitled to use any part of the property

5.6.2 The licensee must return the keys to the property and any copies to the licensor.

5.6.3 Appendix II will apply.

**By signing this agreement, both the Licensee and the Licensor agree to the information and stipulations herein and to abide by the included terms in all cases.**

**AS WITNESSED by both parties on the ………… Day of the Month of …………………… In Year………………………….**

**SIGNED by**

**The Licensor …………………………………………………**

**SIGNED by**

**The Licensee** **…………………………………………………**

**In the presence of:**

**NAME:**

**SIGNATURE: ……………………………………………………**

**DESIGNATION:** …………………………….. **DATE:** ……………………

**Appendices**

**Appendix 1** – Items Prohibited from Entering or Being Stored in the Property.

* All weaponry (functional or for display) or objects which appear to be similar to or hold the apparent primary function of being used as such.
  + This includes but is not limited to: replica swords, replica knives, crossbows, pellet/BB guns, tasers and stun guns.
* All illicit drugs (non-prescribed or prescribed to someone other than the Licensee) or drug paraphernalia.
  + This includes but is not limited to all substances, not prescribed to the Licensee and covered under Schedule 2 of The Misuse of Drugs Act 1971.
  + Any substance in the possession of the Licensee, the identity of which is unknown and of concern to the Licensor, will be treated as a prohibited item under this definition.
* Any alcoholic beverages / products for which the Licensee has not been given express written consent by the Licensor.
* Any appliance capable of heating grease or oil to a burning point (e.g. deep fryers, popcorn machines, etc.)
* Candles with wicks, incense, or other items that create an open flame
* Cats, dogs, and other pets except for those for which you have been given prior written agreement from the Licensor.
* Flammable items (charcoal, lighter fluid, “open flame” grills, butane torches, fireworks, etc.)
* Halogen lamps/bulbs
* Multi-plug extension cords that do not have a fuse
* Non-PAT tested electricals (unless new with receipt) / electricals with expired PAT test
* Oil burning lamps
* Space heaters
* Open coil burners/hot plates
* Any item which offends or impinges upon the religion, culture or sensibilities of the Licensor, a member of their resident family or another Licensee within the address.
  + This could include but is not limited to pornography or other primarily sexual materials, music, TV and films or other forms of media which are understood to be offensive by a relevant party.
* Vehicles (motorised or otherwise) must not be taken into or stored in the Property (including on the grounds of the Property) without express written consent of the Licensor. Any vehicles stored in the Property (i.e. on the grounds or within the walls of the Property) are stored at the Licensee’s risk and the Licensor will not be responsible for their security, wellbeing, or maintenance.
* Any other items which, by their ‘typical’ use or function, could be anticipated to cause damage to the Property, or distress or annoyance to those who are resident in the Property.

**Appendix 2** – Expectations for the Licensee in respect of Returning the Property to its Previous Condition upon the End of the Period of Residence Therein

* The Licensee should discuss the upcoming vacation of the Property with the Licensor in advance of the date of vacation, in order to ascertain whether there are any expectations beyond removing their personal items.
* The Sleeping Accommodation must be tidied and stripped of all items belonging to the Licensee, including bedding and fixtures and fittings, returning it as close as possible to the original state in which it was at the point of entry by the Licensee.
* The licensee must clear all other parts of the Property of items belonging to the Licensee.
* The Licensor agrees to store and keep safe for 7 days, all lawful personal belongings of the licensee, including white goods, furniture or other items, left behind at the Property upon the vacation of the Property by the Licensee. The Licensor will ensure that the relevant supporting professional (PA, Fostering/Social Worker or Accommodation Officer) from KCC is aware of the presence of said items. If the licensee fails to collect their belongings within 7 days, then the licensor may dispose of them. The licensor may deduct from any proceeds of sale (a) any reasonable expenses incurred in disposing of the items and (b) any arrears of licence or utility fee owing to the licensor. The balance of any proceeds of sale will be transferred into the licensee’s bank account of known and otherwise will be transferred to KCC to be held by them on behalf of the licensee.

**Appendix 3** – Safeguarding Concerns with the Potential to Affect the Period of Notice for the Licensee

* Any use of force or physical violence against any other resident or visitor to the Property.
* Any threats of violence or harm against any other resident or visitor to the Property which cause fear or distress in victim parties.
* Fire-setting in the Property
* Any actions which place at risk of harm, the other resident parties in or visitors to the Property, including interference with safety devices such as smoke detectors / CO2 detectors / bannisters / baby gates or utility connections such as gas pipes / electrical cables / boilers etc.
* Repeated non-adherence to any of the expectations set out in this agreement, which, following robust planning involving the Licensee, Licensor and supporting professionals, and subsequent review, sees no improvement to the situation sufficient to reinforce the belief of the Licensee, the Licensor or supporting professionals, of the ability to affect further positive change.
* Any other act or behaviour which poses a risk of harm, physical or otherwise, to another resident in or visitor to the Property.

The following procedures apply to resolve issues that may arise between the licensee and licensor about matters such as the licensee’s behaviour and the support offered by the licensor. They include, but are not limited to, matters that may involve a breach of the licence agreement.

Where the licensor has given notice to terminate the licence then the notice remains effective even if these procedures or any of them are outstanding or have not been followed.

**Appendix 4 –** General House Rules and Expectations

**General rules of the house, and expectations for everyone:**

* To follow all other rules and expectations obligations as set out in the Licence Agreement
* No illegal substances to be brought into the house
* Property will be respected, any losses/breakage/deliberate damage reported
* Music/television/noise to be kept to an agreed acceptable level
* Everyone in the house will respect each other’s privacy and need for personal space
* Smoking is in the garden or other agreed outside area

**Other:**

**Telephone/Internet:**

* **The Young Person** will not use the home telephone except in extreme emergencies and only with permission of the host.
* Internet use (if available) can be withdrawn at any time by the host if they feel it is being used inappropriately. This will be reported to the Fostering/Social Worker, Personal Adviser or Accommodation Officer.

**The Young Person agrees to:**

* Let the **host** know when they expect to be home and phone/text if plans have changed.
* Remember that the **host** is available for support, and to talk things through when required
* Raise immediately with the **host** if there are any problems in the accommodation
* Keep confidential any information relating to the **host** and their family
* Be in the arrangement minimum four nights per week. If under 18, permission needs to be sought from the young person’s Social Worker or Personal Adviser if more than the minimum nights to be out of the arrangement

**Visitors:**

As the accommodation is in someone’s private home, visitors

* May be invited to the house **only** with the host’s prior knowledge and consent – and to start with, only when the host is at home.
* Should the host be uncomfortable with a particular visitor, they have the right to insist that person does not visit again
* Friends staying overnight – this need to be agreed by the host on a case-by-case basis