

BOROUGH COUNCIL OF SANDWELL

LICENCE TO OCCUPY:

This Licence is made between:

The Borough Council of Sandwell, Freeth Street, Oldbury, B69 3DE (here after called "the Council")

and

[]
(here after called the 'Licensee')

THIS LICENCE WILL begin on the [] and continue until the []
or until determined in line with clause 5 of this Licence (here after called the "Licence Period")

1. THE LICENCE TO OCCUPY

Subject to clauses 3 and 5 of this Licence, the Council gives the Licensee the right (in common with the Council and all others authorised by the Council in so far as it is not at odds with the rights given to the Licensee in this Licence) to occupy the property known as **Plot []** ("the Plot") shown edged red on the plan annexed to this document, situated at Boulton Road Transit Site ,Smethwick,B662LL ("the Site"), together with use of the shared communal facilities shown edged green on the plan annexed (if any) during the Licence Period.

2. PROVISION OF PLOT UNDER LICENCE

The licence is given with the aim of providing temporary accommodation on the Site.

3. LICENSEES RESPONSIBILITIES

The Licensee (you) agrees and promises the following

- 3.1 to take occupation of the Plot at the beginning of the Licence Period
- 3.2 to Pay
 - i) On the signing of this Licence, the sum of £250.00, and a further sum of £80.00 per week, or for any part of a week (the Licence Fee), until the Licence is ended under Clause 5 or following any other provision in this Licence. At any time during the Licence Period the Council may increase the Licence Fee on giving one weeks' notice in writing. You (the Licensee) will be issued with a payment card for paying the Licence fee in advance for all future payments. If the Licensee does not

make the payments weekly under this Licence, then without prejudice to clause 5 or any other term of this Licence the Council may end this Licence immediately.

- ii) a deposit of £250.00 at the time of signing this Licence. This deposit will be returned to the Licensee (you) at the ending of the Licence Period, less any amounts payable to the Council under the terms of this agreement.

3.3 to always follow the Site Rules as provided with the licence. The Site Rules are intended to help the general running of the Site and may be changed or extended at any time by the Council or its authorised Officer the latest copy is also available for inspection at the Council's offices on request at reasonable notice, where there is any conflict between the Site Rules and this Licence the terms of this Licence will prevail.

3.4 to guarantee that the plot shall be used for the siting of a maximum of one caravan with additional parking for a maximum of two vehicles only and for no other purpose and the Licensee must ensure

- (i) the caravan must not be located within 6 metres of a caravan on a neighbouring plot
- (ii) that the caravan must be used for the purposes of accommodation for the Licensee and their household only and must be the Licensees main residence
- (iii) the caravan is only occupied by the Licensee and permanent members of the Licensee's household only.
- (iv) the two vehicles allowed to be parked on the Plot must be less than 3.5 tons and parked in the position authorised by the Council or its authorised Officer
- (v) without prejudice to clause 3.4(i) above the Plot is not to be used for
 - a) any trade or business or
 - b) for the repair maintenance or dismantling of any vehicle except for where the vehicle is registered to the Licensee or a member of his household who lives at the Plot
 - c) car breaking
- (iv) without prejudice to the above clause 3.4(i) not to take in a lodger or allow anyone else other than permanent members of your household to live on the Plot

3.5 a) To allow the Council's staff, agents or contractors acting on behalf of the Council with reasonable notice to access the Plot for the purposes of carrying works to

- (i) the Plot or
- (ii) or to carry out inspections, repairs, servicing or maintenance or other works to the Plot or the Site including the communal areas including the toilet facilities or
- (iii) to any of the support services including Multicultural Education Services and Tenancy Support Officers

- (iv) or to follow any relevant legal requirements
- (v) or work or repairs in connection with restoration following flooding landslide or other natural disaster

b) To allow the Council's staff, agents or contractors acting on behalf of the Council at all reasonable hours' access to the Plot for the purposes of

- i) delivering written communications including post and notices to the Licensee
- ii) To undertake welfare checks

c) to allow the Council's staff, agents or contractors acting on behalf of the Council at all reasonable hours' access to the Plot for any other purpose

3.6.

- (i) not to use the Plot or allow the Plot to be used for any illegal or immoral purposes, or to bring or allow to be brought or keep or allow to be kept any item possession of which is prohibited by law in any part of the Plot.
- (ii) not to take or allow to be taken drugs other than prescribed drugs onto, the Plot

3.7 to be responsible always for the conduct of any visitors to the Plot not to leave visitors unaccompanied on the Site. And not to allow any visitors to stay overnight at the Plot.

3.8 not to do anything or allow members of their household or visitors to do anything which is likely to cause, nuisance or annoyance to any other residents, or users of the Site of the Council or to any persons in the neighbourhood.

3.9 not to commit, or allow members of their household or visitors to commit, any harassment or threat of harassment on the grounds of race, colour, religion, sex, sexuality or disability that may interfere with the peace and comfort of, or cause offence to any other residents, or users of the Site or to any persons in the neighbourhood, or to any member of staff or contractor employed by the Council

3.10 not to play, or allow visitors or members of their household to play, any radio, television, hi-fi equipment or musical instrument so loudly that it causes a nuisance or annoyance, or would be likely to cause a nuisance or annoyance to any other residents, or users of the Site or other persons in the neighbourhood

3.11 (i) not to commit, or allow visitors or members of their household to commit any acts which result or could result in serious disruption or physical harm to any other residents, or users of the Site or to any persons in the neighbourhood, or to any member of staff contractor or agent employed by the Council.

- 3.12. not to cause damage or allow any visitor or member of their household to cause any damage to the Site or any fittings or property, given by the Council and should any such damage occur by whatever means to pay to the Council the cost of repairing or replacing anything damaged, removed or changed in breach of this clause.
- 3.13 to repay to the Council and keep it covered from and against all actions, proceedings and claims made by third parties in respect of any loss or damage or liability caused by or arising out of any willful neglect or default of the Licensee or members of their household, or visitors while occupying or visiting the Plot
- 3.14 to keep the Plot and the site toilet block reasonably clean and tidy and free from rubbish building materials and guarantee that all house hold waste is placed in rubbish sacks in the dustbins or receptacles provided which are not to be overfilled should the Licensee fail to comply with this clause then without prejudice to any other rights of the Council the Council may serve notice on the Licensee giving the Licensee 24 hours in which to carry out the works specified in the notice to comply with this clause if the Licensee fails to comply with the notice in the 24 hour period then the Council may enter the plot and carry out the works specified in the notice and the cost of the Council carrying out such works may be recharged to the Licensee
- 3.15 to report to the Council quickly any disrepair or defect for which the Council is responsible on the Site
- 3.16 not to erect or build any structures on the Plot or plant any trees or shrubs without the consent of the Council and not to cut or damage any trees and shrubs on the Plot and Site
- 3.17 vehicles whether including the two vehicles allowed on the Plot pursuant to clause 3.4 or belonging to any unauthorized visitor must
- a) only be driven by holders of a valid driving licence
 - b) not be driven on the Site at a speed of more than 5 miles an hour
 - c) not be driven or used in a manner that is likely to cause a nuisance to other occupiers of the Site this includes but is not limited to the excessive running of engines
 - d) be taxed, have a valid MOT and insurance and be fit for purpose
- 3.18 (i) to follow all rules for fire safety and health and safety matters for the Site as displayed on the Site, and not to engage or allow visitors or household members to engage in any conduct or activity which is likely to endanger the health and safety of any other residents, or users of the Site, visitors, Council staff or any other persons in the locality.

(ii) not to do anything or allow any visitors or household members to do anything which could make the Council's insurance for the Site void or increase the amount of the Council's insurance premium for the Site.

iii) not to keep more than two gas containers on the Plot and such containers are to be for personal use only and must be kept in the open air and removed by the Licensee as soon as becoming empty

iv) to make sure there is a fire extinguisher for use on the plot such fire extinguisher to be maintained to the Council's satisfaction

v) not to light fires on the plot or anywhere on the Site and cable burning is forbidden

3.19 to inform the Council's staff in advance if you intend to be away from the Site for more than 2 days.

3.20 not to abandon the Plot. If it appears to the Council that the Plot has been abandoned or if you do not occupy the Plot for a period of more than 14 days and it appears to the Council the Plot has been abandoned, then the Council may take possession of the Plot and end the License. The Council will not be liable for any damages caused by third parties in the licensee's absence, and responsibility for any such damages will lie with the licensee

3.21 N/A

3.22 to comply with all Acts of Parliament orders byelaws, regulations, planning permissions, building regulations or other rules and legal requirements relating to the Plot and or Site.

3.23 to produce to the Council a copy of any notice from any local authority or statutory body received by the Licensee or by any person acting on his behalf affecting or likely to affect the Site and to take all reasonable steps to follow all requirements of such notice

3.24 not to use any equipment for generating electricity, except for normal residential use, or in the case of an emergency, provided that such equipment shall not cause a nuisance to the Council or adjoining licensees, or other adjoining owners or occupiers.

3.25 to comply always with the reasonable requests of the Council's authorised officers

4. THE COUNCIL'S RESPONSIBILITIES

4.1 The Council will keep in good repair,

(i) the structure and exterior of the Site.

- (ii) and working order of toilet facilities at the Site.
- (iii) subject to the Licensee following the terms of this Licence the Licensee will be entitled to quiet enjoyment of the Plot

4.2 to supply the Licensee with written notice of the Council's name and address to which notices should be served

5. ENDING THE LICENCE

5.1 The licence may be ended as follows:

- (a) By the Licensee giving written notice to the Council
- (b) By the Council giving not less than one weeks' notice in writing to the Licensee
- (c) By the Council:
 - (i) straightaway where the Licensee has breached a term of this Licence and after being served with a notice to remedy the breach by way of Warning Letter has not complied with the notice in a reasonable time and the Council considers it reasonable to end the Licence

5.2 should the Licence end by any means the Licensee must give the Council vacant possession of the Plot which means the caravans vehicles all the Licensee's and their household 's property and all rubbish must be removed from the Plot and Site and the Plot left in what the Council considers to be a reasonable condition and if the Licensee fails to do so they will continue to be liable for the Licensee Fee until vacant possession is provided

5.3 The Council does not accept responsibility for any property left behind by the Licensee or visitors or household on the Plot after ending of the Licence and is at free to dispose of such property and to recharge the Licensee for the cost of removal and disposal

6. GENERAL TERMS

6.1 The benefit of this Licence is personal to the Licensee and not transferable and the rights given in clause 1 may only be exercised by the Licensee

6.2 it is agreed between the parties that this Agreement is a Licence and does not give tenancy on the Licensee and that possession of the Plot is kept by the Council subject however to the right created by this License

6.3 In this Licence where appropriate the masculine gender includes the feminine and vice –versa and neuter genders and the singular includes the plural and vice-versa

6.4 Caravans, vehicles and their contents are brought on to, and left on, or removed from the Plot and or Site at the Licensees own risk and the Licensee and others using the Plot and or Site under the terms of this Licence do so at their own risk. Subject to statute law, the Council accepts no responsibility for personal injury,

death or any other damage, loss or inconvenience suffered, which, in any way, arises from use or occupation of the Plot or Site by any person
The Licensee is responsible for the conduct of his/her family and guests at all times.

6.5 It is hereby agreed for the avoidance of doubt that the Licensees right to occupy is limited to the Plot and the Shared Toilet Facilities there is no right to occupy or use any other part of the Site.

6.6 Any notice

given by the Council to the Licensee shall be deemed to be duly served on the Licensee if addressed to him and left at his address or his last known address

(i) given by the Licensee shall be deemed to have been duly served on the Council if sent by post or delivered to the address set out above or such other address as the Licensee maybe advised of from time to time.

The Licensee: _____

Caravan make.....

VRM.....Make.....Colour.....

VRM.....Make.....Colour.....

Date: _____