HARBORNE PARISH LANDS CHARITY

LETTER OF APPOINTMENT

FOR AN ALMSHOUSE WITH SUPPORT AND SERVICES

BACKGROUND

The Charity is pleased to advise you that the trustees of Harborne Parish Lands Charity have considered your application for accommodation and have decided to appoint you as a beneficiary of the Charity under clause 40 of the Scheme of the Charity Commission dated 21st May 1979 with effect from _____ (the **"commencement date"**).

1. THE CHARITY

(1) The owner of the Almshouse is Harborne Parish Lands Charity (the **"Charity"**) of 109 Court Oak Road, Harborne, Birmingham, B17 9AA.

(2) The Charity is registered with the regulator of social housing providers (the **"Regulator"**), currently known as the Homes and Communities Regulation Committee, under the Housing and Regeneration Act 2008, and has to meet the regulators Regulatory Framework as issued from time to time.

(3) One of the Charity's aims is to provide almshouses for individuals living in the Ancient Parish of Harborne.

2. RESIDENT'S NAME(S)

The resident's name is Mr/Mrs _____ (**you"**).

3. ACCOMMODATION AND APPOINTMENT

(1) The Charity has allocated you accommodation at Flat __ _____ (your **"Home"**) at _____ (the **"Almshouse"**).

(2) For the avoidance of doubt this Appointment:

(a) Is personal to you;

(b) Does not create a tenancy; and

(c) Does not grant you any legal interest in the Home or the Almshouse.

4. COMMON AREAS

You also have the use of the common areas in the Almshouse (the **"Common Areas"**) which are:

All corridors and stairways	Lift
Parking area	Laundry and clothes drying areas Gardens
Rubbish bin storage area	Community rooms
Communal bathrooms	Public lavatories

5. CHANGE OF ACCOMMODATION

Your Home may be changed by the Charity upon giving you reasonable notice if the Charity believes it is necessary for the health safety or well-being of any other occupier of the Almshouse or the better management of the Almshouse. Only in exceptional circumstances will you be allowed to change your Home in the Almshouse at your own request.

6. FURNITURE

Your Home and the Almshouse contain furniture and fittings which belong to and are maintained by the Charity and these are listed below:

All kitchen units	All sanitary fittings including the shower tray
Fridge-freezer	Electric cooker

Storage heaters and hot water tank

7. AIMS OF THE ALMSHOUSE

The Almshouse is used to give support and services to people who are beneficiaries of the Charity. Beneficiaries are chosen from people in need who live in the Ancient Parish of Harborne. Your Home is given to further these aims.

8. SUPPORT AND SERVICES

(1) The support and services given by the Charity ("the Services") are listed below:

Emergency call system	Fire alarm system
Building Manager	Communal television aerial
Lifts	Laundry facilities
Communal lighting and heating	Door entry system
Gardening	Communal and window cleaning
Support Officer	

(2) The services are aimed at meeting your particular needs and may change as and if your needs change.

9. CONSULTATION

(1) The Charity may re-assess your needs from time to time and will consult with you as well as with any relatives or care agencies who express an interest in

your well-being wherever possible.

(2) If the Charity decides that the Services need to change the Charity can increase, decrease, add or remove the Services by either:

(a) The written agreement between you and the Charity; or

(b) By the Charity, after the Charity has:

(i) written to you setting out the increase, decrease, addition to or removal of the Services the Charity wishes to make;
(ii) given you a reasonable period of time to make representations to the Charity about the increase, decrease, addition to or removal of the Services;
(iii) considered any representations made by you; and
(iv) given you a list of new services to replace the list above which will come into effect on the date stated in the new list.

10. MAINTENANCE CHARGE

(1) The weekly maintenance charge (the **"Maintenance Charge"**) is a payment made towards the cost of maintaining the Almshouse so that you can occupy your Home.

(2) At the commencement date the Maintenance Charge will be £_____. This includes:

Utilities Charge	£_____
Service Charge	£_____
Management & Maintenance Charge	£_____

(3) The Maintenance Charge is payable in advance every Monday of each week.

(4) The Charity may increase or decrease the Maintenance Charge by giving you not less than four weeks' notice of the change in writing. The new Maintenance Charge must be stated in the notice. The charge shall change on the date stated in the notice.

(5) When reviewing the Maintenance Charge the Charity must take into account:

(a) The Charity's rules as amended from time to time;

(b) The Rent Officer's equivalent charges as amended from time to time;

(c) The financial needs (both present and reasonably anticipated) of the Charity and specifically its ability to pay debts as they fall due; and

(d) The Charity's financial commitments.

11. CHANGES TO THE TERMS OF THIS APPOINTMENT

(1) The terms of this Appointment (apart from those relating to the Services and the Maintenance Charge) may be changed either:

(a) With the written agreement of you and the Charity; or

(b) By the Charity after the Charity has:

(i) Written to you setting out the changes it wishes to make;
(ii) Given you a reasonable period of time to make representations to the Charity about the changes;
(iii) Considered any representations made by you; and
(iv) Sent or given to you a notice of variation setting out the changes the Charity is making to the terms of your Appointment which will come into effect on the date stated in the notice.

Where appropriate the Charity shall consider any representations made by any other person who has expressed an interest in your welfare.

12. WHAT YOU CAN DO IF YOU DO NOT WANT TO ACCEPT ANY CHANGES

(1) If you do not want to continue the Appointment:

(a) At any reviewed Maintenance Charge;
(b) With any revised Services; or
(c) On the changed terms,

(the **"Varied Terms of Appointment"**) you have the right to end the Appointment by writing to the Charity before the Varied Terms of Appointment take effect stating:

(i) you wish to end the Appointment on or before the Varied Terms of Occupation take effect; and

(ii) the date on which the Appointment is to end.

13. ACCESS

In view of the nature of this Appointment, this Appointment does not give exclusive possession. The Charity and its staff can come into your Home and the Almshouse at any time without notice but will use this right with consideration for your well-being and/or the well-being of any other residents of the Almshouse.

14. SERVICE OF NOTICES BY THE CHARITY

Any notice which the Charity must serve on you to comply with this Appointment shall be validly served if it is addressed to you and delivered to your Home by hand or sent to your Home by first class letter and not returned in the post.

15. THE CHARITY'S DUTIES

The Charity agrees:

Occupation

(1) To let you occupy your Home and to give you the Services set out in this Appointment, as long as you continue to need them and your needs do not become greater than the Almshouse aims to give.

Repair

(2) To repair the structure and exterior of your Home and the Almshouse including:

(a) The roof, chimneys and chimney stacks;

(b) Drains, gutters and external pipes;

(c) The windows; and

(d) The walls, floors and ceilings.

(3) To repair and keep in working order things which supply the heating, water heating, gas, water and electricity to your Home and the Almshouse including the basins, sinks, baths, toilets, flushing system and waste pipes, water heaters, fireplaces, fitted fires and central heating, the electric wiring, and gas and water pipes

(4) To repair the common areas such as entrances, halls, stairways, lifts and passageways.

(5) To keep in reasonable repair all those items of furniture and fittings supplied by the Charity unless damaged by you.

(6) To keep the interior and exterior of the Almshouse in a reasonable state of decoration.

Insurance

(7) To insure the structure of the Almshouse against loss or damage by fire and other risks. (This does not include furnishings and your personal belongings.)

Information

(8) To give you information on the Charity as required by the National Almshouses Association and the Regulator's requirements as issued from time to time.

16. YOUR RIGHTS

As the beneficiary under a Letter of Appointment in an Almshouse you have the rights:

Right to Occupy

(1) You can occupy your Home as long as the Appointment lasts and as long as you:

(a) Keep to the terms of this Appointment and are in need of the Services the Almshouse aims to give; and

(b) Remain qualified to be a beneficiary of the Charity

Consultation

(2) You have the right to be consulted on any major changes to the way in which your Home or the Almshouse is managed.

Information

(3) You have the right to the information the Regulator and the National Almshouses Association say you must have about the Charity.

Housing Ombudsman

(4) You may a right to refer complaints to any approved ombudsman service to which the Charity belongs.

17. YOUR DUTIES

You agree:

Occupation

(1) To occupy your Home as your private residence only.

(2) Not to leave your Home unoccupied for more than a total of 28 days in any one year without the consent of the Charity.

Maintenance Charge

(3) To pay the Maintenance Charge weekly in advance.

Accept the Services

(4) To accept the Services given.

Use of your Home and the Almshouse

(5) Not to run a business from your Home or the Almshouse.

(6) Not to use your Home or the Almshouse for illegal or immoral purposes.

(7) Not to take in a lodger or invite anyone else to live at the Almshouse.

(8) Not to let anybody live with you in your Home without the prior written consent of the Charity.

Nuisance

(9) Not to do anything, or let any visitors you have do anything which annoys or causes, or is likely to cause, a nuisance to other residents, the Charity's staff, people living in the adjoining properties or anyone going about their lawful business in the locality.

(10) Not to do anything or let any visitors do anything which is likely to harass or disturb other residents, the Charity's staff, people living in the adjoining properties or anyone going about their lawful business in the locality for any reason including (but not only) harassment on grounds of race, colour, religion, sex, sexual orientation or disability.

(11) Not to play, or let any visitors play, any audio equipment or instruments including (but not only) radios, televisions, cassette recorders or CD players, so loudly that it is likely to cause a nuisance to other residents living in the Almshouse.

(12) Not to be, or threaten to be, violent or let any visitors to be, or threaten to be violent towards other residents, the Charity's staff, people living in the adjoining properties or anyone going about their lawful business in the locality.

(13) Not to do anything or let any visitors do anything in the Communal Areas or the Almshouse which results in disruption of any resident's right to peacefully occupy the whole of the Almshouse or to do anything which results in distress or physical harm to any other resident, the Charity's staff, visitors or adjoining occupiers.

Access

(14) Not to try to stop the Charity, its employees or agents coming into your Home for any reason or at any time, including (but not only):

(a) To inspect your Home;

(b) To repair your Home or any part of it;

(c) To carry out any of the Charity's obligations under this Appointment or which the Charity must do by law;

(d) To carry out works and/or improvements to your Home, or any adjoining premises; and

(e) To give you any of the Services.

Notice of Repairs

(15) To tell the Charity as soon as is reasonably possible about any repairs that need to be done to your Home, the Almshouse or any fixtures or furniture supplied by the Charity.

Looking After Your Home, the Almshouse, any Furniture and Making Good Damage

(16) To take reasonable care to look after and keep your Home, the Almshouse and any of the Charity's furniture and fittings in a good condition.

(17) To pay to the Charity the reasonable cost of repairing any damage to your Home, the Almshouse or any of the Charity's furniture and fittings if the damage was caused by you or your visitors.

(18) To keep to any health, safety or fire instructions given by the Charity and not to engage in conduct that is likely to endanger the health or safety of any resident.

House Rules

(19) To keep to the House Rules. The House Rules that apply at the commencement date are set out at the end of this Appointment. The rules exist in order to allow the good management of the Almshouse and in order to achieve the Almshouse's aims.

(20) The House Rules may be amended after consultation with all the residents at the Almshouse.

Council Tax

(21) To pay direct to the local authority the Council Tax or any other tax that replaces it on demand.

Dangerous Items

(22) Not to keep or allow someone else to keep any inflammable substances including (but not only) flueless bottled gas heaters, paraffin or oil heaters in your Home or on the Almshouse.

Pets

(23) Not to keep any pets in your Home or the Almshouse other than caged birds or fish, unless you have first obtained the Charity’s written permission.

(24) In deciding whether to grant permission, the Charity will consider the following

points:

(a) The suitability of your Home both generally and in relation to the particular pet;

(b) The type, breed and sex of the animal and its potential to cause nuisance;

(c) The size and age of the pet;

(d) Whether the pet's vaccinations are up-to-date and the animal has been neutered

(e) Your needs;

(f) Whether you:

(i) Can keep the pet under control;
(ii) Have the necessary resources to care for, exercise and feed the pet;
(iii) Can dispose of all waste appropriately;
(iv) Have made arrangements for the pet to be cared for in an emergency or when they are away; and
(v) Have registered the pet with a veterinary surgeon.

(25) If permission is given for you to keep animals at your Home:

(a) It is personal to the particular pet. So if that pet dies and you want to keep another animal at your Home, you must obtain new permission from the Charity;

(b) To keep any animals staying in your Home under control at all times and to keep any dogs on a lead in any shared communal areas;

(c) Not to allow any animals staying in your Home to foul in the shared areas. If the animal does foul in any of the shared communal areas you agree to remove the waste and clean the area; and

(d) Not to allow any animals staying in your Home to cause a nuisance to other people in the locality or cause damage.

(26) The Charity may withdraw our permission for the animal to stay at your Home if it causes a nuisance to other people in the locality or damage, or if you are unable to adequately care or control the animal, in which case you must remove the animal permanently from your Home.

(27) The Housing Manager can provide you with a copy of the Pet Policy upon request.

(28) You will be asked to sign a pet contract that will set out additional obligations

that you are expected to keep.

Alterations and Removals

(29) Not to make any improvements, alterations or additions to your Home or the Almshouse or the gardens or remove or make any alterations to any fixtures, fittings, or furniture given by the Charity without the prior written consent of the Charity.

(30) Not to fit laminate or wooden floors without the written permission of the Charity.

End of Appointment

(31) To give the Charity at least 4 weeks' notice in writing to end this Appointment.

Leaving

(32) To remove all your belongings at the end of this Appointment and return all the keys to the Charity. If you leave any of your belongings in your Home or the Almshouse after you have returned the keys to the Charity or your Appointment has ended:

(a) You hereby authorise the Charity to dispose of such belongings as it thinks fit after the Charity has given you notice; and

(b) The Charity shall be entitled to charge you an amount equivalent to the Maintenance Charge up until your belongings have been disposed of.

Furniture

(33) To leave any furniture and other items which belong to the Charity in your Home at the end of this Appointment.

18. ENDING THE APPOINTMENT

(1) Normally, the Charity will allow you to live in your Home as long as you like. The Charity can, however, end this Appointment for any reason by giving you a written notice. The Charity may choose, for example, to end the Appointment in the circumstances listed below:

(a) You were appointed based on false information that You or someone on Your behalf provided;

(b) You have failed to pay the Maintenance Charge;

(c) You have not kept or you have broken any of the Terms of this Appointment;

(d) You have caused damage;

(e) You have caused serious and/or persistent nuisance;

(f) You no longer need or do not want the services or facilities the Almshouse aims to give;

(g) Suitable alternative accommodation has been offered to you;

(h) You no longer qualify as a beneficiary of the Charity: or

(i) You are, in the Charity's opinion, in need of more services than the Almshouse is able to and/or aims to give.

(2) The Charity will give you at least 4 weeks written notice to end the Appointment. The amount of notice will be set out in the written notice which may also say why the Charity is ending the Appointment.

(3) The notice will have on it certain information the law says must be given to you.

(4) If you do not leave when the time in the notice ends the Charity will get a Court order to make you leave.

.....
Signed for and on behalf of The Harborne Parish Lands Charity

.....
Signed by _____

Date.....

COMPLAINTS PROCEDURE

1. If you feel that the Charity has broken the terms of this Appointment or not performed any obligation contained in it, you or an advocate acting on your behalf should make a complaint under the Charity's Complaints Procedure, a copy of which is available from 109 Court Oak Road, Harborne, Birmingham, B17 9AA.

2. First complain to the Charity giving details of the breach or non-performance. If the Charity fails to deal with the complaint or, in your view, continues not to keep to the terms of this Appointment, you or your advocate may be able to complain to the Housing Ombudsman.

3. You can obtain advice and information at any time about your remedies at law from a local Citizens' Advice Bureau, law centre or from a solicitor.

HOUSE RULES

You will:

1. not have overnight visitors without the consent of the Housing Manager, or the Clerk to the Charity;

2. supervise any children visiting you at all times when they are in the communal areas and gardens;

3. not change the locks to your Home or the Almshouse or install additional locks, bolts or safety chains;

4. not put up any television aerial, satellite dish nor install a cable television

5. facility;

6. not throw unwanted items or rubbish out of the windows;

7. not put up any sign or writing in or on any of the windows in your Home or the Almshouse or on any wall on the outside of the Almshouse or the inside of the Common Areas without the consent of the scheme manager or Clerk to the Charity;

8. not hang any clothes or other items of washing from the windows;

9. not allow any children to use the Common Areas unless supervised by a responsible older person;

10. not to place any item belonging to you or your visitors in any place which could or does obstruct any entrance to your Home, the Almshouse or the Common Areas;

11. not dump rubbish or discarded items on the Almshouse, except in the bins supplied by the Charity; and

12. provide the Charity with the name, address and telephone number of your next of kin, together with information as to whether you have made a will or not, and if so where it is stored.