

Licence Agreement

Office use only:
Photograph or photographs to be
attached before filing.

This is a licence agreement between the people listed below (referred to as 'you')

First name	Family names	Date of Birth	Relationship to first named tenant
		/ /	
		/ /	

Hackney Homes Ltd manages Travellers' sites on behalf of Hackney Council acting as it's principal agent.

Address of the plot or pitch this licence agreement covers:

This licence starts on Monday / /

Weekly rent: £

- You are responsible for paying Council Tax.
- You should pay your water rates direct to the water company who supplies your water.
- You should pay your electricity/gas bill direct to the company who supplies your electricity or gas.

Please tell us below details of anybody who lives with you. It is a condition of this licence that only the people you name below may live with you at this address.

Full name (first name then family name)	Are they male or female?	Date of birth	What is their relationship to you?
		/ /	
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		/ /	
		/ /	

You are allowed to site _____ Caravan/s on your pitch/plot

First caravan/mobile must not exceed _____ in length

Second Caravan must not exceed _____ in length



Terms

1 The licence agreement

- A This document gives you a licence for the plot/pitch listed on the front cover of this agreement. If you break any terms of this agreement, we will decide what action is appropriate for us to take. If we consider the matter serious, we may end your licence and ask you to leave the site.
- B You must make sure that anyone living with you (temporarily or permanently), or visiting you, keep to these terms. This includes children. If you do not, you will be breaking this agreement.
- C You are allowed one mobile caravan and touring caravan on your pitch or plot (the number and size of caravans may vary depending on what planning permission has been granted for different sites).
- D You use the site at your own risk. We are not responsible if you injure yourself or for any other damage, loss or inconvenience, related to using or living on the site.

2 Facilities

- A We provide fresh water and a separate electricity and gas supply as long as you continue to pay the supplier of these services.
- B You and your family have full use of the services unit and you must make sure that you use it properly and do not tamper with the electricity, gas or water supply.
- C You must pay for any damage you, your family or your guests cause to any of the facilities on the site.

3 Definitions

- A The term 'plot or pitch' means the area of the site licensed to you under this agreement, including any structure or buildings we have built on this area, and any fixtures and fittings, fences, paved or parking areas.
- B A 'mobile home' is a caravan which cannot be towed and has to be carried on another vehicle (a low loader).
- C The 'site' means the area within its set boundaries where your plot or pitch is.

4 Changes in your licence

- A We must give you at least 28 days' notice (ending on a Monday) before we make any changes to the rent.
- B For any other changes we have not agreed with you, we must give you a notice of the changes. The notice will set out the planned changes and how these will affect you. The notice will invite you to comment on the changes, and we will consider all comments we receive within the time limits set out in the notice.
- C The notice of changes will set out:
- the changes it applies to; and
 - the date the changes will start from which must on a Monday at least four weeks after the notice is served.

5 Your licence fee

- A You must pay your licence fee and any other charges on time. These are due every Monday, for the week ahead.
- B If you are a joint licensee (you hold a licence with another person) you are each responsible for the whole licence fee and for any amounts you owe us. We can claim any money you owe us from any one joint licensee.
- C If you are having trouble paying your rent on time, we will make sure you get advice from our staff.

- E We will try to support resident groups who we can be sure represent all site residents

Conditions living on the plot or pitch

6 Our Repair Responsibilities

- A We are responsible (on behalf of Hackney Council) for repairing and maintaining the structure of your amenity block, the hard standing on your pitch/plot and any other walls, fencing supplied by the Council.
- B We will keep in good repair pipes, wiring, fixtures and fittings originally provided by us unless they have been identified as your responsibility
- C Our responsibilities also cover all pipes, wiring, fixtures and fittings for heating, drainage, power and lighting and for servicing any appliances provided by us.
- D Outside your plot/pitch we are responsible for the maintenance and cleaning for the communal area of the site.
- E We will replace internal doors, locks and handles; replace glass cracked or broken due to harassment or burglary
- F We will fix taps; fix blocked sinks; replace drawers and worktops; and replace kitchen units if they are beyond repair.
- G We will fix dripping taps and replace washers; repair bath panels; and fix blocked bath and wash basins

Looking after your pitch or plot

7 Your Repair Responsibilities

- A You must make sure you keep your plot or pitch clean and tidy and your amenity block in good decorative repair inside, including repairing minor cracks or holes in walls and ceilings.
- B You must keep:
- your pitch or plot (including drains and gutters) clear of rubbish and leaves;
 - your services unit in a reasonable condition (including keeping the surfaces, walls, fixtures and fittings in good repair). N.B. fair wear and tear accepted.
- C You are responsible for:
- replacing toilet seats and toilet roll and towel holders
 - trying to clear blockages in waste pipes or toilets i.e. using a plunger
 - replacing lost or stolen keys, and changing locks if you get locked out
 - replacing any breakages to external door if you break the door to gain access
 - replacing plugs or chains to baths, basins and sinks
- D You must report any hazards on the site to Hackney Homes immediately
- E You must take all reasonable steps to prevent fire, flood, theft, loss or damage to our property. You must keep a fire extinguisher to use in case there is a fire.

8 Health and Safety

- A You must not store any petrol or other liquids which could catch fire in caravans or vehicles, or anywhere on the site, except gas containers in specially designed cages which meet all relevant health and safety requirements, and fuel in the fuel tanks of vehicles.
- B You must take all reasonable and proper steps to prevent fires on the site.
- C You must not joyride any vehicle within the site.

- E You must make sure that all electrical, gas, water and heating installations or appliances in your caravan or mobile home work properly (they meet all current regulations and are not a fire risk or danger to anyone).
- F You must allow our staff, agents and contractors to get into your home at any reasonable time to inspect it. You must allow us to carry out repairs and other work which we consider necessary at any reasonable time.

9 Alterations and damage

- A You must not carry out any alterations to any area of the site or to your individual plot or pitch without our permission. We will not unreasonably withhold our permission. This includes any altering or removing things like fences, gates or barriers. You will have to pay for any alterations, changes or damage you cause, or allow other people to cause, without our permission.
- B You must not build any structures on your plot or pitch or anywhere else on the site without our permission. We will not unreasonably withhold our permission.

10 Harassment and nuisance

- A We will do our best to protect you by investigating any reports of noise nuisance, domestic violence, or racial or sexual harassment. We may take action for you and may evict people carrying out the nuisance or harassment if they live in one of our properties.
- B You are responsible for your behaviour and the behaviour of anyone who lives with you (either permanently or temporarily) or any visitors visiting you in your caravan or mobile home, including the communal area on the site. This includes children. You are responsible for their behaviour if they cause a nuisance to other people including anyone who works for us.

You, or anyone living in your home or visiting you (including children), must not do anything on any part of the site to harass others or cause a nuisance to anybody for any reason.

- C Harassment includes the following.
- Using or threatening to use violence against someone
 - Verbal (spoken) abuse
 - Abusive, insulting or offensive graffiti
 - Bullying or threatening someone
 - Damaging or threatening to damage someone else's property
 - Stalking someone
 - Domestic Violence
 - Noise (i.e. playing music extremely loud)

- D You must not do anything in your home which we consider is antisocial behaviour. This applies to anyone living with you or staying with you or anyone visiting you on your pitch.

11 Vehicles and parking

- A You may only park your caravan or mobile home on the plot or pitch which we have let to you under this agreement. We reserve the right to approve where the caravans can be sited on the plot for fire safety reasons. You and your visitors should only park vehicles on the parking area allocated for your plot or pitch (three spaces). You must not park any vehicles on any other part of the site without our permission in writing.
- B You must make sure that you and your visitors park your vehicles so that they do not block anybody else's way or their pitch or plot. You must not park or allow your visitors staying on your pitch to park in an area which we say you are not allowed to park in.
- C You, and anyone living with or visiting you, must not park anywhere that would, in our reasonable opinion, cause an inconvenience, or block the way for emergency services to get access to any part of the site.

- D You bring your caravan, mobile home, any motor vehicles and your belongings onto or off the site at

E If you renew your caravan/s you must make arrangements to remove your old caravan from your plot. You will be charged a removal fee for any caravan left on the communal area of the site or public highway.

12 Carrying out repairs to your vehicle or caravan

A You, and anyone living with you or visiting you, must not carry out any repairs to any vehicle or caravan other than routine maintenance.

B We have the right to remove any vehicle, caravan or mobile home that is parked without our permission on any part of the site or on any other part of our land.

13 Working and trading

You must get our permission in writing before you carry out any trade or business on the site. We will only give you our permission if we consider the trade or business is suitable, taking account of the size of the pitch and the other people who live on the site, visit the site or live in the surrounding area.

14 Animals

A You must make sure that you keep your pets under control and do not allow them to cause a nuisance to, or annoy or frighten other residents or Council officers. You must clean up after your pet.

B If you have dogs you must keep them on your plot or pitch and not let them wander around the other areas of the site.

15 Getting rid of rubbish

A We will provide a wheelie bin or dustbin for your plot. You must make sure that you put all your household rubbish in this bin.

16 Subletting

A You must not sublet part or all of your plot or pitch.
You must not sell or give away anything on your plot or pitch which belongs to us.

B You do not have the right to assign your pitch or plot.

17 If you leave the site for a short time

A You may leave your pitch for up to 12 weeks in any one year, as long as you:

- tell us that you are going away;
- continue to pay your rent and other charges; and
- leave at least one caravan or mobile home on the pitch.

If you do not return after the 12 weeks, we may end your licence and start the process of taking back your pitch.

18 Ending your licence

A If you want to end this licence you must give us at least four weeks' notice in writing. This notice must end at 12 noon on a Monday.

B When your licence has ended, you must leave your plot or pitch clean and tidy. You must give us back any keys to the amenity block. You must not leave any vehicles or other items anywhere on the site.

C You will have to pay the cost of repairing any damage or removing any items or rubbish from the site.

D This licence will end if temporary planning permission for our continued use of the site ends. If this happens, we will give you notice in line with condition 18e in this agreement.

E We may end this agreement by giving you four weeks notice in writing. We will generally only give this notice if the Council would have served a Notice of Cancellation.

notice including steps taken to resolve the breach under paragraph 18F below. You can request a review of a decision to serve a notice under this section from someone more senior than the person who decided to serve it and they will notify you of their decision in writing before the Council proceeds on the notice. The licensee must co-operate with any reasonable enquiries and procedures which need to be made or followed in order to reach a review decision.

- F If you, or anybody with your permission to be on the site, breaks any condition in this licence agreement and depending on the severity of the breach we will first aim to reach an agreed solution by;
- i. verbal negotiation;
 - ii. Written communication of the breach and specify a reasonable period to put it right
 - iii. Second written communication with notification of subsequent actions ultimately leading to termination of licence agreement.

19 Succession

- A If you die, we will grant a new licence to someone for the same pitch as long as that person is entitled under this agreement and is your husband, wife or civil partner, or another member of your family if you have no husband, wife or civil partner. This is known as 'succeeding to your licence'.
- B The person who succeeds to your licence must have been living on the plot or pitch as their only or main home for the 12 months up until the time of your death.
- C For the purposes of this licence agreement, we class a member of your family as one of the following.
- Your husband, wife or civil partner, or someone you live with as if they are were husband, wife or civil partner.
 - Your parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
 - Exceptional circumstances: if you die, a relative who has guardianship of your children may succeed your licence.
 - If more than one qualifying person applies for a licence, then the Council can decide who will be granted a licence.

A civil partner is someone who has entered into a formal arrangement (known as a 'civil partnership') with a same-sex partner so they have the same legal status as a married couple.

Signature of Tenants

The terms printed in this agreement apply to you and anyone who lives with you. Please sign below to confirm that you accept the terms in this agreement.

I confirm that the details in my application are correct. I agree to keep to the terms of this agreement.

Signature _____ Date ____ / ____ / ____

Signature _____ Date ____ / ____ / ____

Signed on behalf of Hackney Homes

_____ Date ____ / ____ / ____

Name of Hackney Homes Officer (please print)