



GWYNEDD COUNCIL

HOUSING SERVICE

**SWYDDFA'R CYNGOR,
CAERNARFON,
GWYNEDD,
LL55 1SH**

HOSTEL

LICENCE AGREEMENT

This Agreement is a legal contract. It describes your and our rights and responsibilities. When you sign the Agreement you are bound by it. If you are not sure about this, you can get legal advice from a Solicitor or Citizens Advice Bureau.

(Attached to this Agreement are:
Licence Termination Conditions,
Rules & Conditions of Occupation)



THIS LICENCE AGREEMENT IS BETWEEN

Gwynedd Council, of Council Offices, Shirehall Street, Caernarfon ,Gwynedd LL55 1SH

AND(now referred to as ‘The Licensee’)

FOR the occupation of
(now referred to as ‘The Premises’)

The accommodation is of a temporary nature and will comprise a bedroom and shared use of kitchen, dining room, lounge, bathroom and toilet facilities. Staff support is provided to ensure that the running of the premises is in accordance with the attached conditions.

The daily rental charge for the use and occupation of the premises is £.....

You have been allocated Room

Occupation shall commence from.....

A licence is only permission to occupy and can legally be terminated by Gwynedd Council without reason. {Whilst Gwynedd Council will only terminate because of a breach of the attached conditions}. You should be aware that there is no security in Licensed occupation which is for a temporary period only.

I confirm my Acceptance to this Licence and agree to abide by the Occupancy conditions as stated overleaf. I am aware that failure to adhere to these conditions will result in my permission to occupy the Hostel being withdrawn.

Signed **Date** **Licensee**

Signed **Date** **for Gwynedd Council**

NOTICE TO OCCUPIER OF GWYNEDD COUNCIL'S HOSTEL

1. The Council do give their consent and authority for you to occupy its hostel
2. Such consent and authority to occupy does not give you any interest or estate in the hostel.
3. The Council's consent or authority can be rescinded by the Council, and this can be done by the Council, at any time, giving you a notice to cease to occupy. Such notice can be given orally and can take effect immediately.
4. The Council will not need a Court Order for the purposes of your eviction.
5. A notice to cease to occupy the premises can be given by the council for any reasonable reason.
6. You have been allocated a certain room, and the Council do have in its absolute discretion the right to require you to move to another room within the hostel.

Dated:

Signed:.....

For and on behalf of
Gwynedd Council
Caernarfon
Gwynedd
LL55 1SH

LICENCE TERMINATION (explanatory notes)

1) YOUR RESPONSIBILITIES

ENDING THE LICENCE AGREEMENT

You may terminate this Agreement at any time by telling one of the Hostel staff when you are leaving. If possible, give as much notice as you can.

When you leave you must leave the property in good decorative order and in a clean and tidy condition. You must also leave the fixtures and fittings provided by the Hostel in good condition. Gwynedd Council will not accept responsibility for anything left at the property by you at the end of the Licence Agreement.

2) THE COUNCIL'S RIGHTS

ENDING THE LICENCE AGREEMENT

Gwynedd Council may terminate this Agreement by giving you notice at any time.

The Council can end this Licence Agreement for any reasonable, and in addition or in the alternative:

- a) you have not paid the weekly charges which are due
- b) you have been violent or have threatened violence to another resident, neighbour, member of staff or visitor to the house.
- c) you have broken any of the conditions in this Agreement.
- d) you have damaged the property, the fixtures or the fittings of the property.
- e) You have caused conduct which is capable of causing a nuisance to other residents neighbours, staff or visitors .
- f) Suitable alternative accommodation has been offered to you and you no longer require temporary accommodation
- g) You have not stayed at the Hostel for a reasonable period of time without informing the Manager, and the Manager takes a reasonable view that you have left .

3) STEPS TO END THE LICENCE AGREEMENT

IF YOU ACT UNREASONABLY GWYNEDD COUNCIL WILL TAKE THE FOLLOWING ACTION:

- a) You may be given a verbal warning
- b) This may be followed by a written warning
- c) In the event of further incidents you will be given a second written warning. You may be given a further chance
- d) If the situation does not improve you will be given Notice to leave
- e) If you refuse to leave at the end of the Notice period further Legal action will be taken.
- f) In the event of a serious breach of conditions, such as violent or abusive behaviour, you will immediately be issued with a letter of

eviction. This letter will give reasons why you are being evicted and inform you of the procedure for appealing

4) RIGHT OF APPEAL

Should you disagree with any action taken against you under section 3a to 3e above, you may appeal to the hostel Manager. If you are still dissatisfied you should contact the Homelessness Officer in the Council's Area Office.

In the event of you being given an eviction Notice under section 3f you should contact the Homelessness Services Officer (01286 679814) or the Homelessness and Housing Support Manager (01341 424383).



NODDFA HOSTEL

RULES AND CONDITIONS OF OCCUPANCY (appended to Licence Agreement)

These conditions are an appendix to the licence agreement which you have signed. In signing the agreement you are bound by these rules and conditions.

The aim of these conditions is to ensure that the Hostel is effectively managed and for the safety and well being of all the residents. Any breach of these conditions may lead to the licence being terminated and the resident losing the right to occupy the Hostel.

Only the resident, and agreed family members, to whom this licence has been issued has the right to occupy this accommodation.

1. PAYMENT OF ACCOMMODATION CHARGES

1.1 Please ensure that you pay your rent every week without fail including keeping up any claim for Housing Benefit.

1.2 You are responsible also for paying service charges on a weekly basis for heat , lighting .

2. KEYS

2.1 Ensure that the keys that are given to you at the start of your occupancy are for your sole use.

2.2 Any unauthorised use or copying of keys will not be allowed.

2.3 Any lost keys will be charged for.

2.4 Keep your room locked at all times. The Council will not be held responsible for missing possessions.

3. NIGHT TIME CLOSING

3.1 Residents must return to the Hostel by 10pm at night. After 10pm the doors will be locked.

3.2 If you are unable to return by 10pm due to special reasons you are required to notify the hostel staff.

4 USE OF PREMISES

4.1 You must use the premises for residential purposes only. This means do not carry out any business activities, either legal or illegal.

4.2 You must not under any circumstances sublet your room.

4.3 You must use the hostel as your only and principal home, this means you must not live anywhere else whilst you are a licensee.

5. VISITORS.

5.1 Visitors are allowed with the prior agreement of the Manager, between the times of 10.00 a.m. and 7.00 p.m.

5.2 Visitors must not be allowed into residents' rooms and must use the lounge only.

5.3 Please ensure that visitors sign the book when they arrive and when they leave for fire safety reasons.

5.4 Permission can be withdrawn at any time if the behaviour of your visitor, or the length of time anyone visits you, becomes unacceptable.

5.5 Numbers of visitors or guests invited in to the hostel must be reasonable and visitors must not behave in a manner that disrupts or interferes with other residents or interfere with staff duties.

6. DRUGS AND ALCOHOL

6.1 Ensure that no alcohol or illegal substances are brought in to the hostel or consumed or used on the premises.

6.2 Any person found to be in the possession of illegal substances will be asked to leave and the Police will be informed immediately.

7. SMOKING

7.1 No smoking is allowed in the building at any time.

8 NUISANCE

8.1 Ensure that you do not disturb other residents with loud noise, e.g. playing music, T.V.

8.2 Visitors or occupants should not cause any nuisance or annoyance to other residents, visitors or staff or commit any form of racial or other harassment.

8.3 Threatening or violent behaviour towards any resident/visitors or staff or wilful damage to the Council's property will constitute a serious breach of the licence and may result in the immediate notice to vacate the premises.

9. PETS

9.1 Animals are not allowed in the hostel.

10. HOUSEKEEPING

10.1 It is expected that you keep your room in a clean and tidy condition.

10.2 Your room may be inspected at any time by the Hostel staff or by a Council Officer.

10.3 Please ensure that no sharp objects are placed in the bins e.g. razor blades. If you need to dispose of such an item contact the Hostel staff so that it can be disposed of safely.

10.4 All residents are expected to do their fair share of cleaning and tidying up at the Hostel. You are expected to clean after yourself in the kitchen and bathroom.

11. KITCHEN

10.1 Please clean and tidy up after you when you have been cooking.

11.2 Please ensure all appliances are switched off after use.

11.3 No chip pans are allowed in the hostel.

11.4 Do not let your children play in the kitchen whilst you are cooking.

12. LOUNGE

12.1 The lounge will be locked at 11pm. After this time it is expected that all residents will be in their rooms.

12.2 Please ensure that the TV and electric fire have been switched off if you are the last to leave the room.

12.3 Do not leave personal possessions in the lounge area.

13. CHILDREN

13.1 Children are the responsibility of their parents and must be supervised at all times.

13.2 No resident should leave their children in the care of another resident.

13.3 Children are expected to be in their rooms at a reasonable hour. They must not be allowed to run around at night.

13.4 Keep children away from electrical appliances, e.g. cooker and electric fire for safety reasons.

14. FIRE DRILL

14. You will be required to participate in fire drill exercises and follow fire drill procedures

15. HEALTH AND SAFETY

15.1 You must report any health and safety matters to hostel staff , such as accidents, and dangerous appliances.

15.2 You must not use alternative methods of cooking or heating in the property or room, including oil burning stoves, fan heaters, gas cylinders and paraffin heaters which are a serious fire hazard and can be a danger to you and other residents.

15.3 You must not use candles or oil burners at any time.

15.4 You must not keep any weapons or sharp implements in the hostel

15.5 Inform a member of staff immediately if you think you could be suffering from any illness that could be transferred to other people.

16. COMMUNITY

15.6 .Noddfa Hostel is situated within the village of Deiniolen. Whilst you are residing at Noddfa Hostel you are expected to respect the neighbouring community .You must not cause a nuisance or disturbance to neighbouring properties or persons living in the vicinity .This includes causing a nuisance to local amenities such as shops ,public houses or open spaces .Should the Council receive any complaints regarding your or member of your families behaviour in the community then you may be asked to leave the hostel.

The Council take this matter very seriously and will not tolerate anti –social behaviour within or outside the hostel.



GWYNEDD COUNCIL COPY

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