

WHEELHOUSE SQUARE FLATS ALMSHOUSE CHARITY

Registered Charity No 226209



LETTER of APPOINTMENT

(October 2022 edition)

Visit our website at: www.wheelhouse-almshouse.org.uk

Wheelhouse Square Flats

Address: Warden's Office, Wheelhouse Square Flats, Dean Road, Scarborough
YO12 7SP

Letter of Appointment

Dated: 20....

Dear.....

I am pleased to advise you that the Trustees of Wheelhouse Square Flats (the **Charity**) have considered your application for accommodation and have decided to appoint you as a beneficiary (resident) of the Charity under a Scheme dated 15 March 1973 (as amended) and the right to occupy Flat Number(the **Flat**) at Wheelhouse Square Flats, Dean Road, Scarborough YO12 7SP (the **Almshouses**) subject to the terms and conditions set out below with effect from the.....day of.....20

A weekly maintenance contribution of £.....(the **WMC**) is payable four weekly in advance towards the upkeep of the Almshouses and this figure may be increased by the Charity upon one month's notice in writing at any time. The WMC should be paid by standing order to the Charity. The WMC will be payable from the commencement of the week during which you take occupation of the Flat until the end of the week in which you vacate the Flat or remove all your furniture and personal possessions whichever is the later. Please complete the attached standing order form prior to you taking up occupation of the Flat.

If you are entitled to Housing Benefit you may wish to make an application now to the Scarborough Borough Council in this regard. If you experience difficulties in claiming please let the Warden know.

It is a condition of occupancy that the full amount of the WMC is paid regardless of the services or support elements provided by the Charity used by you.

You will be responsible for payment of electricity, water rates and council tax relating to the Flat. Meters will be read prior to you taking up occupation.

The utility suppliers for the Flat are currently
(electricity) Yorkshire Water Authority (water) and Scarborough Borough Council

(council tax). Should you at any time during your occupation of the Flat choose another supplier you must provide the Warden with details of the new provider in case of an emergency.

There is no gas supply to the Flat but the Flat has the benefit of gas fired central heating the cost of which is included in the WMC.

You will occupy the Flat subject to the following terms and conditions:

1. The Trustees undertake to carry out all repairs to the Flat including the external decoration to the Flat. You are responsible for the internal decoration of the Flat.
2. You shall not make any structural alterations to the Flat or alter the plumbing or electrical installations without the consent in writing of the Trustees who reserve the right to refuse their consent or impose conditions on any consent given. No shelving, cupboards, locks or fittings shall be fixed or removed from the walls or doors of the Flat without such consent.
3. You shall permit reasonable access to the Flat by or on behalf of the Trustees for inspection of its state of repair and condition and for repairs and decoration to be carried out to the Flat or other parts of the Almshouses on been given reasonable notice except in the case of an emergency.
4. You shall keep the Flat clean and tidy and avoid storage of excess or unnecessary items in the Flat. All defects which become apparent in the Flat must be reported to the Warden or one of the Trustees as soon as possible.

The Trustees undertake to clean the exterior of the windows of the Flat and the entrance porch and staircase giving access to the Flat on a regular basis. You shall be responsible for cleaning the inside of the windows of the Flat on a regular basis.
5. The use of paraffin, oil or portable gas or similar heaters in the Flat is strictly prohibited.
6. You shall not be absent from your Flat for more than a total of 28 days at any one time and not more than 42 days in any one year without the prior consent in writing of the Trustees and you shall inform the Warden if you will be away for more than 24 hours.
7. The name and address of your next of kin must be supplied to the Warden together with information as to whether you have made a Will and if so where the Will is deposited.

8. You are required to occupy the Flat quietly and with thought for other residents of the Almshouses and/or neighbours. No radio, TV, music system or other electronic device shall be operated by you in such a manner as to cause a nuisance, annoyance or disturbance to other residents of the Almshouses and/or neighbours. Nor shall anything be done in, upon or about the Almshouses by you which shall be a nuisance, annoyance or disturbance to other residents of the Almshouses or to the owners and/or occupiers of neighbouring or adjoining properties, or to members of the general public.
9. You shall have the free use of the communal gardens, community room and orangery.
10. The Trustees may take such steps as they think proper for the administration of the Charity and for the welfare of the residents of the Almshouses including the making of regulations (the **Regulations**) for the benefit of the residents of the Almshouses. The present Regulations are contained in the Residents' Handbook and you shall comply with the Regulations as if they were set out in this Letter of Appointment. Any future alterations or additions to the Regulations by the Trustees shall be notified in writing to each resident.
11. You shall have the use of the laundry room and its laundry facilities which are operated by means of tokens which are available for purchase from the Warden's Office when the Warden is on duty. The cost of the tokens is reviewed periodically by the Trustees. The Warden will allocate a specific day and time to you for your use of the laundry room. You shall keep the laundry room clean and tidy and report any defects to the Warden as soon as possible.
12. You shall not hang any washing out to dry anywhere outside the Flat.
13. You may expect to continue in occupation of the Flat for as long as you need the accommodation providing you continue to qualify as a beneficiary of the Charity and are able to look after yourself. If your health deteriorates you must be willing to accept advice and guidance either from your own General Practitioner or a medical consultant appointed by the Trustees. The Trustees will also consult with your next of kin, social services and any other agencies as necessary.

14. The Trustees undertake to provide the services of a Warden (or in the absence of the Warden an alternative service) who will be available from 9.00am until midday Monday to Saturday. The Warden should not be contacted outside these hours except in an emergency.
15. You shall provide the Trustees with authority to contact your General Practitioner and next of kin directly in the event of emergency by signing the attached form of authority.
16. The Trustees undertake to provide a communal television aerial and television licence subject to payment of the relevant fee for use of the licence (which fee is reviewed periodically by the Trustees).
17. Pets shall not be kept in the Flat.
18. Visitors are not permitted to stay in the Flat overnight. The Charity has a guest room available for the use of visitors. Visitors may stay in this accommodation by agreement with the Warden on payment of the relevant fee per night (which fee is reviewed periodically by the Trustees). Visitors are subject to the Regulations contained in the Residents' Handbook and may not occupy the guest room for more than 14 days in any calendar year without the prior consent of the Trustees.
19. Neither you nor any of your relations or guests shall be a tenant of the Charity or have any legal or beneficial interest in the Flat or guest room.
20. The Trustees reserve the right to ask you at any time to vacate the Flat and move either temporarily or permanently to another flat within the Almshouses.
21. Your attention is drawn to the Complaints Procedure set out in the Residents' Handbook.
22. The Trustees retain the power to set aside your appointment in the case of:
 - serious misconduct;
 - non-payment of the WMC;
 - serious or persistent breach of these terms and conditions or the Regulations;

- you are no longer a qualified beneficiary of the Charity;
- you are a risk to yourself or other residents, staff or volunteers;
- you are no longer able to look after yourself safely or live independently; or
- for some other good cause or reason.

23. Should you wish to leave the Flat to live elsewhere not less than one calendar months' notice in writing must be given to the Trustees. The WMC remains payable until the end of the week in which the notice period expires or the Flat is vacated and cleared of all your furniture and possessions whichever is the later.

24. When you vacate the Flat for whatever reason all items belonging to you shall be removed by you forthwith. The WMC shall be paid up to the departure date as stated in paragraph 25 together with all utility bills. Should you wish to vacate the Flat before the notice period expires the WMC shall still be payable to the end of the notice period as stated in paragraph 25.

25. In the event that furniture or possessions are left or abandoned by you the Trustees reserve the right to sell them after a period of three months and out of the proceeds pay any outstanding amounts owing to the Charity including outstanding WMC and any expenses incurred by the Trustees including removal and storage costs.

26. It is your responsibility to notify the Trustees of any change in your circumstances which may affect your qualification as a beneficiary of the Charity including changes to your financial circumstances. The Trustees reserve the right to review your financial circumstances for this purpose from time to time.

27. The Flat must not be used as a place of business either from where to conduct business or to store items connected with running a business.

28. You may apply to the Trustees for consent to keep a mobility scooter at the Almshouses in the storage unit designated for this purpose subject to compliance with the terms of the Trustees' Mobility Scooter Policy. The mobility scooter shall be insured and shall be kept at your sole risk. You shall be required to provide proof of such insurance to the Trustees on demand.

29. The Trustees undertake to provide a suitable emergency alarm monitoring system. The cost of the system shall be included in the WMC save that the Trustees reserve the right to recover from you any costs or expenses incurred by the Trustees as a result of the improper use of the system.

It is a condition of occupancy of the Flat that a new resident signs a copy of this Letter of Appointment (copy enclosed), signifying their willingness to abide by the above terms and conditions before taking up occupation. In the event of an appointment being made to two persons, both should sign the copy letter.

Yours faithfully

Signed by.....

Name:.....

Position:.....

for and on behalf of the Trustees

I/We hereby acknowledge receipt of the original Letter of Appointment of which this is a true copy and confirm my/our willingness to abide by the terms and conditions set out in the Letter of Appointment

Signed.....

Name of Resident.....

Signed.....

Name of Resident.....

Date of signature by Resident(s).....20.....