

# Wheelhouse Square Flats

Registered Charity No 226209

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

A weekly maintenance contribution of £.....(**WMC**) is payable four weekly in advance for your occupation of the Flat and towards the upkeep of the Almshouses. The WMC may be increased by the Charity upon providing you with one month's notice in writing at any time.

The WMC must be paid by standing order to the Charity. Please complete the attached standing order form prior to you taking up occupation of the Flat.

Subject to the Terms and Conditions 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.

If you believe that you may be entitled to Housing Benefit to assist with the payment of the WMC you may wish to make an application for such Benefit to the North Yorkshire Council. If you experience difficulties in claiming Housing Benefit please let the Warden know.

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

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

The utility suppliers for the Flat are currently:

Water - Yorkshire Water Authority

Electricity - .....

Council Tax - North Yorkshire Council

Should you choose another utility 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:

**Payments**

1. You shall promptly pay the WMC payable in respect of the Flat commencing on the Sunday of the week you become entitled to occupy the Flat until the Saturday of the week you vacate the Flat or remove all your furniture and personal possessions from the Flat whichever is the later.
2. The WMC shall be payable by standing order to the Charity four weekly in advance.
3. The full amount of the WMC shall be paid regardless of the extent of the services or support elements provided by the Charity used by you.
4. You shall be responsible for the payment for the electricity supply, water rates and council tax relating to the Flat throughout your occupation of the Flat.

## **Repairs and Maintenance**

5. The Board of Trustees undertakes to carry out all repairs required to the Flat including the external decoration of the Flat.
6. You shall be responsible for the internal decoration of the Flat.
7. You shall keep the interior of Flat clean and tidy and avoid the storage of excess or unnecessary items in the Flat.
8. You shall not store any items anywhere outside the Flat.
9. All defects which become apparent in the Flat must be reported to the Warden or a member of the Board of Trustees as soon as possible.
10. The Board of Trustees undertakes to clean the exterior of the windows of the Flat and the entrance porch and any staircase giving access to the Flat on a regular basis.
11. You shall be responsible for cleaning the inside of the windows of the Flat on a regular basis.
12. You shall permit access to the Flat by or on behalf of the Board of Trustees for the 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 at any time on been given reasonable notice except in the case of an emergency.

## **Alterations**

13. You shall not make any structural or other alterations to the Flat or alter the electrical, plumbing or other installations in the Flat without the consent in writing of the Board of Trustees who reserve the absolute right to refuse such consent and/or impose conditions on any consent given.
14. No shelving, cupboards, locks or fittings shall be affixed or removed from the walls or doors of the Flat without the consent in writing of the Board of Trustees who reserve the absolute right to refuse such consent and/or impose conditions on any consent given.

### **Portable Heating Appliances**

15. The use of paraffin, oil, portable gas or similar heaters in the Flat is strictly prohibited.

### **Absences from the Flat**

16. You shall not be absent from the Flat for more than a total of 28 days at any one time and not for more than 42 days in any period of 12 months without the prior consent in writing of the Board of Trustees.
17. You must inform the Warden if you will be absent from the Flat for more than 24 hours.

### **Next of Kin and Wills**

18. 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.

### **Nuisance and Annoyance**

19. You are required to occupy the Flat quietly and with thought for other residents of the Almshouses or the owners or occupiers of neighbouring or adjoining properties.
20. You shall not operate any radio, TV, music system or other electronic device in such a manner as to cause a nuisance, annoyance or disturbance to other residents of the Almshouses or the owners or occupiers of neighbouring or adjoining properties.
21. You shall not do or permit anything to be done in upon or about the Almshouses which causes a nuisance annoyance or disturbance to other residents of the Almshouses or to the owners or occupiers of neighbouring or adjoining properties or to members of the general public.

## **Use of Communal Gardens and Social Room**

22. You shall have the free use of the communal gardens and social room forming part of the Almshouses.
23. The Board of Trustees may take all 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 (**Regulations**) from time to time for the benefit of the residents of the Almshouses. The Regulations are contained in the Residents' Handbook.
24. You shall at all times comply with the Regulations as if they were set out in these Terms and Conditions.
25. Any alterations or additions made to the Regulations by the Board of Trustees shall be notified in writing to each resident of the Almshouses.

## **Laundry Room**

26. You shall have the use of the laundry room (**Laundry Room**) and its laundry facilities which are operated by means of tokens (**Tokens**) which are available for purchase from the Warden's Office when the Warden is on duty.
27. The cost of the Tokens is reviewed periodically by the Board of Trustees.
28. The Warden shall allocate to you a specific day and time for your use of the Laundry Room.
29. You shall keep the Laundry Room clean and tidy and report any defects to the Warden as soon as possible.
30. You shall not hang any washing out to dry anywhere outside the Flat.

## **Quiet Enjoyment**

31. You may expect to continue in occupation of the Flat for as long as you need the accommodation provided you continue to qualify as a beneficiary of the Charity and are able to live independently.
32. If your health or mobility deteriorates you must be willing to accept advice and guidance either from your own General Practitioner or a medical consultant appointed by the Board of Trustees. The Board of Trustees will also consult with your next of kin, social services and other agencies where necessary.
33. You must provide the Board of Trustees with authority to contact your General Practitioner and next of kin directly in the event of an emergency by signing the attached form of authority prior to you taking up occupation of the Flat.

## **Warden**

34. The Board of Trustees undertakes to provide the services of a warden (**Warden**) who will be available from 9.00am until midday Monday to Saturday. The Warden must not be contacted outside these hours except in an emergency.
35. In the absence of the Warden an alternative arrangement will be provided by the Board of Trustees.

## **Concessionary TV Licence**

36. The Board of Trustees undertakes to provide a residential care concessionary television licence (and communal aerial) subject to the payment by you of the relevant fee for use of the licence (which fee is reviewed periodically by TV Licensing).

## **Pets**

37. Pets shall not be kept in the Flat.

## **Visitors**

38. Visitors are not permitted to stay in the Flat overnight.
39. The Charity has a guest room (**Guest Room**) available for the use of visitors. Visitors may stay in the Guest Room by agreement with the Warden on payment of the relevant fee per night (which fee is reviewed periodically by the Board of Trustees).
40. 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 Board of Trustees.
41. No visitor shall become a tenant of the Charity or acquire any legal or beneficial interest in the Guest Room.

## **Nature of Occupancy**

42. You shall not become a tenant of the Charity or acquire any legal or beneficial interest in the Flat.
43. You occupy the Flat as a licensee of the Charity.

## **Alternative Accommodation**

44. The Board of Trustees reserves the right at any time to ask you to vacate the Flat and move either temporarily or permanently to another flat within the Almshouses.

45. Where the Flat is situated on the first floor and in the opinion of the Board of Trustees you (or in the case of a joint appointment either of you) are no longer suited to be a resident of first floor accommodation by reason of illness or disability the Board of Trustees shall be entitled to require you (or both of you) to vacate the Flat and move to another flat within the Almshouses situated on the ground floor.

### **Complaints**

46. Your attention is drawn to the Complaints Procedure set out in the Residents' Handbook.

### **Terminating your Appointment**

47. The Board of Trustees retains the power to set aside your appointment as a beneficiary of the Charity and recover possession of the Flat in the event of:

- serious misconduct; or
- non-payment of the WMC; or
- serious or persistent breach of these Terms and Conditions or the Regulations; or
- you (or in the case of a joint appointment either of you) are no longer a qualified beneficiary of the Charity; or
- you (or in the case of a joint appointment either of you) are a risk to yourself or other residents, the Warden or a member of the Board of Trustees; or
- you (or in the case of a joint appointment either of you) are no longer able to look after yourself safely or live independently; or
- where the Flat is situated on the First Floor you (or in the case of a joint appointment either of you) are no longer suited to be a resident of first floor accommodation by reason of illness or disability; or
- for some other good cause or reason.

48. Should you wish to leave the Flat to live elsewhere not less than one calendar months' notice in writing must be given to the Board of 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. 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.

49. When you vacate the Flat for whatever reason all items belonging to you must be removed by you forthwith. The WMC shall be paid up to the departure date as stated in paragraph 48 together with all utility bills.
50. If furniture or possessions are left or abandoned by you the Board of Trustees reserves 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 Board of Trustees including removal and storage costs.

### **Change of Circumstances**

51. It is your responsibility to notify the Board of Trustees of any change in your circumstances which may affect your qualification as a beneficiary of the Charity including changes to your financial circumstances.
52. The Board of Trustees reserves the right to review your financial circumstances to verify your continued qualification as a beneficiary of the Charity from time to time.

### **No Business Use**

53. 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.

### **Mobility Scooter**

54. You may apply to the Board of Trustees for consent to keep a mobility scooter at the Almshouses in the storage unit designated for this

purpose subject to the availability of a space in the storage unit and compliance with the terms of the Mobility Scooter Policy.

55. The mobility scooter must be insured and shall be stored at your sole risk. You must provide proof of such insurance to the Board of Trustees on demand.
56. The mobility scooter must not be parked anywhere on the Almshouses other than in the storage unit.
57. The mobility scooter must not be charged other than by the use of the designated charging points situated in the storage unit.

### **Emergency Alarm System**

58. The Board of Trustees undertakes to provide a suitable emergency alarm monitoring system. The cost of the system is included in the WMC save that the Board of Trustees reserves the right to recover from you any costs or expenses incurred by the Board of Trustees due to the improper use of the system.

It is a condition of your occupancy of the Flat that you must sign a copy of this Letter of Appointment (copy enclosed) signifying your willingness to abide by the Terms and Conditions before you take up occupation of the Flat.

In the event of an appointment being made to two persons, both of you must sign the copy letter.

Yours faithfully

Signed by .....

Name: .....

Position: .....

for and on behalf of the Charity.

I/We hereby acknowledge receipt of the original Letter of Appointment of which this is a true copy and confirm my/our willingness (where appropriate jointly and severally) 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.....