

## **CARLISLE CITY COUNCIL PLOT LICENCE 2010**

### **Licence Agreement**

This Licence is made on - dates

#### **1. In this Licence:**

1.1 'The Council' means The Council of the City of Carlisle of Civic Centre, Rickergate, Carlisle.

1.2 'The Licensee' means you.

1.3 The 'Site Agent' means Home Space Sustainable Accommodation CIC who have been contracted to administer the site.

1.4 The 'Authorised Council Representative' means a Council employee authorised by the Council to sign this licence agreement on behalf of the Council.

1.5 'The Plot' means Plot X including the Amenity Block constructed thereon.

1.6 'Site' means 'Lower Harker Dene', Low Harker, Carlisle.

1.7 'Caravan' means any structure or vehicle stationed on the plot under clause 2.1.

1.8 'The Licence Fee' means the sum of £ only and may be varied by the Council at any time by giving the licensee 28 days written notice in advance.

1.9 The 'Commencement Date' means the X.

1.10 The singular number shall include the plural and masculine gender shall include the feminine and obligations imposed on more than one person shall be joint and several.

#### **2. The Council hereby licences and authorises the Licensee to:**

2.1 Use the plot for the purpose of parking 1 caravan for residential use only.

2.2 Pass and re-pass with or without vehicles over so much of the Site as may be necessary to travel to and from the Plot on Lower Harker Dene and the public highway known as un-named road, Harker except that no

right to pass and re-pass shall be permitted over any plot licensed to another person or persons.

### **3. The Council agrees with the Licensee:**

#### **Rent**

That the Site Agent, or any other person carrying a letter of authority from the Council, visits the site regularly to receive the Licence Fee and issue an official receipt.

#### **Re-siting**

3.1 That the Site Agent may, at his/her reasonable discretion on behalf of the Council, agree any proposed changes to the Caravan(s) permitted to park on the Plot (including temporary positioning) and evidence any changes in paragraph 8 at the end of this licence agreement.

#### **Permitted Absence**

3.2 That it will permit a temporary absence (or a series of absences) not exceeding 6 months in any period of 12 months from the site, provided the Licensee pays to the Council, before leaving the site for any temporary period, the Licence Fees for the agreed period of such absence and informs the Council or Site Agent in advance. If you, the Licensee, do not pay the Licence Fees for the period of absence the Council may terminate this agreement in accordance with paragraph 5.1.

#### **Mains Services**

3.3 That it will provide both an electricity and water supply, and do its best to maintain those supplies, but not be responsible for the acts or omissions of the suppliers or any others, including the licensee, their families and visitors. You, the Licensee, are responsible for the electric and water meter.

#### **Unauthorised Caravans**

3.4 That it will treat any additional caravans on the Plot (in addition to those recorded in paragraph 2.1 or those brought on to the plot temporarily and recorded in paragraph 8 at the end of this licence) as a new unauthorised encampment.

#### **Abandoned Items or Vehicles**

3.5 The Council reserves the right to remove or dispose of any items or vehicles (including motor vehicles, caravans, mobile homes, boats, trailer etc) which the Site Agent, acting on behalf of the Council, considers to be abandoned on the site or unsightly. The Council reserves the right to recover any removal costs from those responsible for such items or vehicles being on, or arriving at, the site.

#### **4. You, the Licensee, agree with the Council:**

##### **Rent**

4.1 To pay the Licence Fee, from the Commencement Date, weekly in advance, until any Housing Benefit (if payable for all or part of your Licence Fee) is actually paid to the Site Agent.

4.2 To repay to the Council any Housing Benefit received by you whether as a consequence of a change in your circumstances or error.

##### **Use of Plot**

4.3 Not to use the Plot or any part of the Site for any trading or business activity.

4.4 Not to store in the open, dump or dispose of any material on the site, or adjacent land, other than disposal of household refuse using the regular approved refuse collection arrangements.

4.5 To make sure that caravans permitted on the Plot are kept in good condition and maintained mobile throughout the term of the Licence.

##### **Occupiers**

4.6 To state below in paragraph 9 the full names of **ALL** persons residing at the Plot.

4.7 To agree with the Site Agent before you permit any person to reside on the Plot for more than seven days. Any such agreement should be recorded at paragraph 8 the end of the licence.

##### **Notice to Terminate Licence**

4.8 To give the Council no less than 28 days notice to terminate the Licence in accordance with paragraph 5.5.

##### **Care of Plot, Electrical Certificate and Vacating the Plot**

4.9 To protect, look after and keep clean the Plot, Amenity Block, landscaped areas and trees, including all plant and fittings which supply electrical, water and other services.

4.10 To make no alterations or additions or tamper in any way with the Amenity Block, plant, fittings and services, without the written consent of the Council or their Site Agent.

4.11 To make good any damage on the Plot to the reasonable satisfaction of the Council or their Site Agent.

4.12 To pay for the electricity supply by means of the pre-payment card system and ensure the safe custody of the meter. You will be responsible for

paying for all electricity supplied to your plot. Attached to this Licence is the Agent's Revenue Protection Police for Electricity with which you are required to comply.

4.13 That the Council may charge you for any damage to water, electricity or solar supplies on the Plot and may disconnect the supply in the event of misuse or damage to the electrical, solar or water apparatus, including where this causes risks to your and others safety.

4.14 Not to dispose of any bleach or scented products shall be disposed of down the toilet. This is because of the Klargester biological sewerage system. You also agree not to dispose of any sanitary products or children's nappies down the toilet as this will block the sewage system for the whole site. Any person(s) who is found responsible will be liable for the cost of repair.

4.15 To pay for all water supplied to and wastewater processed from the Plot, and to note that the Council has installed a water meter on your Plot for this purpose.

4.16 When requested by the Council or Site Agent as a result of any identified or emergency situation other than an electricity installation/fault, to produce at your expense to the Council within 28 days any necessary certificate of compliance from an approved contractor employed by you.

4.17 To remove all items belonging to you and your family, and leave a forwarding address for any mail, when you vacate the Plot.

### **Nuisance, Violence and Crime**

4.18 Not to cause a nuisance or act in a way likely to cause a nuisance to others in the neighbourhood or to other licensees, agents, employees, or contractors.

4.19 To be responsible for behaviour, acts and omissions of yourself, those living with you, your guests and visitors permitted by you to enter your Plot or the site. If anyone causes you problems, you can telephone the Site Manager in confidence.

4.20 Not allow anyone who lives with you or visits you to cause a nuisance. In particular you and they must not:

- Be convicted of an arrestable (serious) offence committed in or near the property or of using the property or site for illegal purposes;
- Use violence on or threaten violence towards anyone who lives with you in your home or behave in a threatening or violent way towards our employees, agents, contractors, councillors or other licensees;
- Harass, threaten, or cause offence to others in the neighbourhood, (including other licensees on the site), agents, employees or contractors for

any reason, because of their colour, nationality, or ethnic or national origins, or because of their religion, sex, sexuality or disabilities; or

□ Make any noise that causes nuisance or annoyance to others in the neighbourhood (including other licensees on the site), including playing loud music.

4.21 Not to invite or permit any persons subject to a direction banning them from the site, to visit the site or occupy your plot. The Council will periodically inform licensees of the names of any such persons.

4.22 To repay on demand any sum expended by the Council for repairs or replacement of any item on your Plot, which you have failed to repair or replace under paragraphs 4.9 – 4.14.

### **Inspection and Maintenance/Repair**

4.23 To allow the officers of the Council or their Site Agents to enter your Plot and Amenity Block for the purpose of inspection at any reasonable time by prior reasonable notice and without such notice where there are risks to health and safety or other emergency situations.

4.24 To allow the Council's appointed Contractors to enter your Plot and Amenity Block at any reasonable time by prior reasonable notice and without such notice where there are risks to health and safety or other emergency so as to attend to repairs or improvements

### **Hazardous Supplies**

4.25 At all times to keep all flammable liquids, gas cylinders and any other dangerous substance (except for items designed and produced for normal domestic use) outside the Caravan and Amenity Block, and comply with the legal requirements for their storage and use. 'Dangerous substance' means:

- a) A substance or preparation which is explosive, oxidising, extremely flammable, highly flammable or flammable;
- b) A substance or preparation which because of its physico-chemical or chemical properties and the way it is used or is present in or on premises creates a risk; and
- c) Any dust, whether in the form of solid particles or fibrous materials or otherwise, which can form an explosive mixture with air or an explosive atmosphere.

4.26 To be responsible for the safe and legal disposal of all the gas bottles you or your family or visitors use.

## **Parking and Speed Limits**

4.27 Only to park, or allow visitors to park, vehicles on the parking area provided to your plot, excluding the car parking spaces for the on-site Community Centre, and not cause obstruction, including to emergency or service vehicles.

4.28 Not to drive any vehicle at a speed greater than 5mph anywhere on the Site at any time.

## **Animals**

4.29 Only to keep an animal on the Site after getting written permission from the Council or their Site Agent and recorded at paragraph 8. The Council will remove any animal that it has not permitted or that it considers to be causing a nuisance or a danger to other residents, both on site and in the local vicinity.

To keep dogs on a lead at all times within the confines of the plot.

Not to keep keeping of chickens or cockerels on the Plot.

Not to tether any horse(s) or pony(ies) on the roadside within a 1 mile radius of the site. If you require grazing land for horses or ponies, you should approach the Council or the Site Agent to ask for assistance in finding suitable, paid grazing land within the area.

## **Property**

4.30 To be responsible for all property brought onto your Plot. The Council will not be liable for any loss or damage to that property unless the loss or damage is caused by the deliberate acts or negligent omissions of the Council, its employees, Site Agent or contractors.

## **Extra Structures**

4.31 Not to erect fences, sheds or other structures on the Site without first getting the written consent of the Council or their Site Agent and any planning consents that may be required.

## **Boundaries**

4.32 Not to extend the boundaries of the Plot onto, or otherwise occupy, any neighbouring plots, landscaped areas or other neighbouring land.

4.33 Not to damage trees, shrubs, fences or other structures on the Site or adjoining land.

## **Ban on Transfer or subletting**

4.34 Not to assign this Licence or transfer or sublet the Plot to any other person and not allow any person to occupy the Plot who has not been notified to the Council under paragraph 4.7.

## **Fires**

4.35 Not have fires on the Plot or Site except in properly constructed and supervised stoves or grates inside the caravan.

4.36 Bonfires are not permitted at any time.

## **Miscellaneous**

4.37 When you take possession of the Plot, to be bound by the terms of this Licence.

4.38 If you are joint licensees, the term 'licensees' refers to each of you individually and collectively. This means you are both fully responsible for keeping to the terms of this Licence.

4.39 Any person residing or visiting the Site does so at their own risk. The Council accepts no liability for personal injury, including fatal injury or for any other damage, loss or inconvenience, which arises from use or occupation of the Site.

## **5. Termination of This Licence**

5.1 Should you be more than 28 days in arrears with the Licence Fee then the Council reserves the right to terminate this licence by giving you 28 days written notice. If this happens, you agree that you will remove yourself, your family and your caravans and possessions from the Site within 28 days of the written notice being served by the Council.

5.2 If you are intending to be absent from the Plot for a period of 28 days or more you should inform the Council and/or their Site Agent as soon as possible. This is to ensure the security of your pitch whilst you are absent. You are responsible for the weekly rent whilst you are away from your pitch, payable in advance.

5.3 If you breach any of the terms of this Licence (other than the payment of rent) the Council shall give you written notice of the breach and specify a reasonable period to put it right. If it cannot be put right, or you fail to put it right within such period the Council may terminate this Licence by giving you not less than 28 days notice. If this happens, you will remove yourself and your possessions from the Site within 28 days of written notice being served by the Council.

5.4 Any written notice to be given to you shall be sufficiently served if delivered to you personally or sent to your last known address by first class post or left in a conspicuous position on your Plot.

5.5 Any notice from you (including notice to terminate licence to the Council) shall be deemed properly served if put in writing and addressed to the Head of Housing Services, sent by First Class post to Carlisle City Council, Civic Offices, Rickergate, Carlisle. A receipt or written acknowledgement will be provided by the Site Agent on demand.

5.6 If the Caravan or any other property on the Plot is not claimed by you within 28 days of the Council entering the Plot following termination of this Licence the Council or its Site Agent shall be entitled to remove, sell or destroy the Caravan and any other belongings on the Plot. Any proceeds from sale shall be returned to you after the deduction of any rent, electricity and water arrears, and the costs of removal, storage and sale. If the proceeds of sale are insufficient to cover any arrears or costs incurred by the Council or their Site Agent the Council or their Site Agent shall be entitled to recover the balance from you.

**6. Construction of Licence**

6.1 Nothing in this Licence shall be construed as giving you exclusive possession of the Plot or any other part of the Site, or as creating any tenancy between the Council and you.

**7. Variation**

7.1 Except for changes in rent and service charges, or any variation detailed in paragraph 8 below, this Licence can only be varied by the Council writing to you setting out the proposed changes.

7.2 The Council will explain the changes and allow you a reasonable time to give your views. The Council will consider them and then send you a written notice of the resulting changes to the licence conditions.

**8. Agreement**

8.1 The following variations to this Licence, (eg details of temporary visitors agreed with the Site Agent, details of animals being kept or anything else needing written consent) are agreed between the parties. Both the Site Agent and Licensee should sign and date details and variations:

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**9. Who is living on your plot?**

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**10. Signatures**

I understand and agree to abide by the above conditions and site rules, which have been explained to me, for the site and Plot X.

Signed (Licensee (1)):      Plot Number

Name:

Date:

Signed Authorised HSSA Representative:

Name:

Date:

Signed Witness:

Name:

Date:

# REVENUE PROTECTION POLICY FOR ELECTRICITY

## Introduction

The theft of electricity is a serious and potentially lethal process, posing – as it does – a threat to both the perpetrator and the innocent alike.

## Codes of Practice

Home Space Sustainable Accommodation CIC agrees as a matter of principle that the recipients of electricity should pay for that service and usage. Home Space Sustainable Accommodation CIC is committed to health and safety of all its land and properties and the people residing on them, or using them and will seek out offenders, support prosecution and secure restitution.

## Reports Received

Home Space Sustainable Accommodation CIC will use its reasonable endeavours to ensure its own staff, report all incidents of suspected tampering. Safety concerns will be paramount. Continual monitoring of electricity usage and sale of cards will be carried out to highlight sites and plots where income and expenditure do not tally.

## Policy

Where there is clear evidence of tampering, during the occupancy of the current customer:

**FIRST OFFENCE** – the meter will be replaced and checks carried out.

**SUBSEQUENT OFFENCE (S)** – the supply will be disconnected, subject to the Details shown in ‘vulnerable persons’ below.

## Restitution

Restitution will normally be sought for the full amount where there is evidence to support abstraction/theft has taken place.

## Re-energisation Policy

To remedy the situation, and to allow the supply to be restored:

**FIRST OFFENCE** – agreement will be reached taking into account the customer’s ability to pay the agreed amount of costs and restitution.

**REPEAT OFFENDERS** – full payment of all costs and restitution from previous cases will be required. Only in exceptional circumstances will this Policy be varied.

### **Prosecution Policy**

Where the evidence is to the Criminal Standard, the facts will always be reported to the Police, with a view to the prosecution of offenders.

### **Vulnerable Persons**

Home Space Sustainable Accommodation CIC will alert the relevant caring agencies should an energy supply be discontinued because of theft. Whilst the presence of a vulnerable person will be recognised, there can be no guarantee that the supply will not be withheld.