

Letter of Appointment

Great Shelford Parochial Charities

Dear ^

I am pleased to advise you that the trustees of the Great Shelford Parochial Charities have considered your application for accommodation and have decided to appoint you, ^, as beneficiary resident of the Charity for the purpose of residence at ^ Mores Meadow, Great Shelford, CB22 5LS with effect from <date>. *The Charity will review your qualification for occupation for continued residence on the third anniversary of your occupation and every three years thereafter*

The charity's Agent overseeing the almshouses is Redmayne Arnold Harris of Dukes Court, Newmarket Road, Cambridge CB5 8DZ.

Residents occupy a charity almshouse under licence in accordance with Charity law and as a nominated beneficiary of the charity. Neither the resident(s) nor any relation or guest of his/her/theirs will be a tenant of the charity or have any legal interest in his/her/their almshouse.

The appointment of a resident beneficiary is personal to the person[s] named above. No other person is allowed to occupy the dwelling unless they have formally applied to the Charity and been granted beneficiary status in their own right and have been jointly allocated the same dwelling.

A monthly maintenance contribution (MMC) of £XXX is payable monthly in advance towards the provision and upkeep of the dwelling. It is a condition of occupancy that the MMC should be paid by direct debit to the charity's Agent. The MMC will be payable from the commencement of the week during which you take occupation. Please complete the attached direct debit mandate prior to taking up occupation. The level of MMC is reviewed annually with changes effective from January each year, but the Charity reserves the right to review this more frequently if it is in the Charity's best interests in which case one month's written notice will be given.

It is a condition of occupancy that the full amount of MMC is paid when due. If you are entitled to benefits in respect of your accommodation, it is advisable to make an application now in this regard. If any difficulty in claiming is experienced, please let the charity know as soon as possible.

Residents are responsible for payment of the utilities' (gas, electricity, water) bills, council tax, and any other services e.g. TV, telephone, Broadband, relating to their dwelling. Meters will be read prior to occupation and upon departure. The resident will comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property.

The utility suppliers are currently (TBC) Should a resident choose another provider he/she/they should provide the charity's Agent with details in case of emergency.

Deposit:

The beneficiary resident pays a deposit as security for the performance of their obligations as outlined in this agreement and to pay and compensate the trustees for the reasonable costs of any breach of those obligations. It is agreed that this sum shall not be transferable by the beneficiary resident in any way and at any time against payment of the MMC and that no interest shall be payable on this Deposit. The balance of the Deposit to be paid to the beneficiary resident as soon as possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation. The deposit will be lodged with the Tenancy Deposit Scheme.

The licence is subject to the following regulations for residents which ensure the smooth running of the almshouses and the wellbeing of all residents:

1. Residents must continue to qualify as a beneficiary and be able to care for themselves. If a resident's health deteriorates, he or she must be willing to accept advice and guidance, either from their own doctor or a medical consultant appointed by the charity. The charity will also consult with the next of kin, Social Services and other agencies if it is considered appropriate.
2. The name and address of residents' next of kin, or a nominated representative, should be supplied to the charity's Agent prior to occupation and updated if subsequently changed. It is strongly recommended that residents make a Will and advise the charity's Agent where it is deposited.
3. Residents are required to occupy the property quietly and with thought for other residents and neighbours. No radio, TV or music system should be operated in such a manner as to cause a disturbance, nor shall anything be done in, upon or about the premises which shall be a nuisance, annoyance or disturbance to the occupants of other almshouses, or to the general public.
4. The charity will carry out all repairs, including internal and external decoration. Residents are not allowed to make any structural alteration to the almshouse they occupy, nor alter the plumbing or electrical installation. No shelves, cupboards, locks or fittings shall be fixed or removed, nor shall any alteration be made to any room or its fittings without the prior written consent of the charity. All requests should be directed to the charity's Agent.
5. Residents must make good any damage to the almshouse or the charity's fixtures or fittings, caused by them or any member of their household, or by any visitors to the almshouse. If any resident is unable or unwilling to arrange this, the charity may commission this work to be done and if they do, they will charge the resident all of the costs of doing so.
6. The charity may terminate a resident's licence for good cause, e.g. in the case of serious misconduct, non-payment of MMC, a serious or persistent breach of the regulations, in any of the circumstances described in the charity's Charity Scheme, if the resident is no longer a suitable beneficiary (e.g. by reason of income or capital) or is no longer able to live independently.

7. Whilst at all times the charity will respect the privacy of residents of the almshouses, it is a condition of residency that residents allow reasonable and regular access to their almshouses for inspections (including photographs), and for necessary repairs and decoration to be carried out. Representatives of the charity may visit from time to time by prior appointment.
8. Residents must keep their almshouse and garden clean and tidy and avoid storage of excessive or unnecessary items. In extreme cases hoarding of goods may be grounds for terminating an appointment and ending the licence. In the event of failure to comply with this obligation the charity may commission the remedial work and charge the licensee the costs thereof.
9. Any defects which become apparent in the almshouse should be reported to the charity's Agent as soon as possible.
10. The use of paraffin, oil and portable gas heaters is strictly prohibited.
11. Residents must live in the almshouse as their permanent residence and not be absent for more than 28 consecutive days without the prior consent of the charity..
12. The resident's attention is drawn to the Complaints and Grievance Procedure set out in the Residents' Handbook.
13. Residents are expected to park on their driveway or in a parking bay [*There is no right to an allocated parking space with this property.*] Residents must apply to the charity if they wish to have more than one car per property.
14. The charity's Policy on Pets is that small pets may only be kept with the prior written consent of the charity. More information can be found in the Resident's Handbook.
15. The charity may alter these regulations as necessary for the efficient administration of the charity and its objects or for the residents' welfare. Any alteration will be notified in writing to each resident.
16. There may be circumstances, for example during extensive refurbishment, when the charity will need to require a resident(s) to vacate the almshouse and move, either temporarily or permanently, to another almshouse. The charity will consult residents prior to making any such decision.
17. Should a resident wish to leave his/her/their almshouse to live elsewhere, not less than one calendar months' notice in writing must be given to the charity's Agent. The MMC remains payable until the notice period expires and the dwelling is vacated and cleared of all furniture and possessions.

18. When the resident vacates the almshouse for whatever reason, all items belonging to the resident should be removed by him or her immediately. MMC and utility / service bills must be paid up to the departure date. Should a resident vacate the dwelling prior to expiry of the notice period, the MMC must be paid to the end of the appropriate notice period.
19. If any possessions, chattels, or goods are left by the resident in the almshouse without the written agreement of the charity after the resident has vacated, the resident agrees by signing this Letter of Appointment that the charity may sell those items and pay any outstanding amounts owing to the charity, including any outstanding MMC and other expenses including disposal and removal costs, from the proceeds of sale.
20. It is the resident's responsibility to notify the charity if their circumstances change. However, unless the income or capital of the resident[s] increases to the extent that the charity considers that the resident(s) no longer qualify as a beneficiary, it is not expected that a resident would be given notice to leave as a result of such a change. The charity reserves the right to review residents' financial circumstances from time to time.
21. With the written permission of the charity, residents may be allowed to work from their almshouse, however they must ensure that this is not disruptive for other residents or neighbours and that it does not involve delivery or storage of items and/or visitors to the buildings.
22. Parking: Residents
- Are not to block or restrict, with vehicles or otherwise, access to local roadways, paths and other access routes, and to keep them and any car parking spaces clear of unroadworthy vehicles and other obstructions.
 - Are not to park or allow to be parked any lorry or van exceeding five metres in length or other non-domestic vehicle on the charity's land.
 - No commercial vehicles or caravans are to be parked except with the express permission of the charity.
 - Residents may apply to the charity to keep a mobility scooter, or more than one car per household at the almshouse.
- All such vehicles are kept by the residents entirely and solely at the resident's risk and must comply with any Health and Safety information in the Residents' Handbook.
23. It is a condition of occupancy that resident(s) sign a copy of this Letter of Appointment (copy enclosed), signifying their willingness to abide by the above regulations, before taking up occupation and that they have read and will comply with the regulations as laid down in this letter and in the Resident's Handbook.

[In the event of an appointment being made to two persons, both should sign the copy Letter. A second copy/second copies is/are enclosed for the resident[s] retention. In the event of the death or departure of

one partner or dependants, the charity reserves the right to ask the remaining resident(s) to move to a smaller dwelling.]

This Letter of Appointment will be reviewed periodically and may be amended by the charity.

Agent of behalf of the trustees

Signature

Name

Date.....

We the residents agree to the conditions of this appointment and related handbook

Signature

Name

Date.....