FORGE WOOD

Introductory/Flexible Tenancy Agreement

This tenancy agreement has been used by Crawley Borough Council since 1 July 2019

Specimen

Crawley Borough Council

Forge Wood

Introductory / Flexible Tenancy Agreement

This is your tenancy agreement, the legal contract that sets out the conditions of your tenancy. It also sets out the council's responsibilities as your landlord and your responsibilities as a tenant. It is important that you understand that if you break any of the terms of this contract, you could lose your home. If you would like help to understand this agreement, please contact a Housing Officer on **01293 438000** or email: **housing.news@crawley.gov.uk**

Specimen

This is a legal contract describing the conditions of a tenancy between:
(1) **Crawley Borough Council**, Town Hall, The Boulevard, Crawley, West Sussex RH10 1UZ and
(2) **the tenant(s) named below** and who have signed on page 25 in relation to the property described below:

Full name of tenant(s):	
Address of property (your home):	Postcode:
Type and size of property:	☐ House ☐ Flat on ..... Floor ☐ Maisonette ☐ Other:
Number of bedrooms:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ Other:
Garden:	☐ No garden ☐ Front garden ☐ Rear garden Storage room number (if applicable):
Parking:	☐ Allocated bays (see plan) ☐ Garage and driveway (see plan) ☐ Not allocated
Permitted number of persons:	

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This tenancy is either (the Housing Officer will tick the appropriate box) –

☐ An **introductory weekly periodic tenancy** under the Housing Act 1996 which will last for one year from _____ /_____ /20___, unless extended. Provided the council has not started possession proceedings during the introductory period it will automatically become a **five year fixed term flexible tenancy** under the Housing Act 1985 which will start on the day after the introductory tenancy period ends.

- The total weekly rent at the start of the tenancy will be: £_____

☐ A **five year fixed term flexible tenancy** under the Housing Act 1985 from _____ /_____ /20___.

- The total weekly rent at the start of the tenancy will be: £_____

☐ A **new fixed term flexible tenancy** following a previous fixed term flexible tenancy under the Housing Act 1985 from _____/_____/20___ to _____ /_____ /20___.

- Your weekly rent from _____/_____/20_____(tenancy start date) remains the same until _____/_____/20___ (the last day of your previous five year fixed term flexible tenancy) and is £_____
- Your weekly rent from the anniversary date _____/_____/20___ will then be £_____ or such sum as shall be notified to you in writing. Thereafter, your rent will be changed in accordance with section five of your tenancy agreement.

The following schedules apply (the Housing Officer will tick the appropriate box):

☐ Schedule 1 – Persimmon Homes Ltd

☐ Schedule 2 – Taylor Wimpey UK Ltd

☐ Schedule 3 – Solar panels

☐ Schedule 4 – Utility monitoring

Definitions
Forge Wood

anniversary date
The annually recurring date of the first or previous five year fixed term flexible tenancy start date.

anti-social behaviour
Anti-social behaviour is conduct causing or likely to cause nuisance, annoyance, harassment, alarm or distress to a person residing, visiting or otherwise engaging in a lawful activity in the locality of your home. Examples of anti-social behaviour include but are not limited to:

- using or threatening to use violence
- damaging and vandalising property
- spraying or writing graffiti
- loud music or making other loud noise
- persistent arguing and slamming doors
- noise or mess from pets
- drunkenness
- dumping rubbish
- setting fires
- riding motorbikes or mopeds anywhere other than on the road
- repairing cars on estate roads or parking areas
- revving of motor vehicles' engines
- speeding in motor vehicles
- obstructing any shared areas, doorways and other entrances or exits
- throwing items from balconies or windows
- racist or homophobic behaviour, gestures and language

assign
A method for transferring your tenancy to someone else.

common areas
All parts of the building which all tenants share, for example, the hallways, stairs, shared landings, shared

the council
Crawley Borough council as landlord; also includes officers of the council and agents acting on the council's behalf.

the developer/transferor
Persimmon Homes Limited or Taylor Wimpey UK Limited or their successors.

the estate
Forge Wood, Crawley.

fixtures and fittings
All appliances and furnishings (not removable furniture) including those for supplying or using gas and water.

Flexible tenancy
A flexible tenancy is a type of secure tenancy which lasts for a fixed period of time which is granted under s.107A of the Housing Act 1985. A "flexible tenant" is tenant under a flexible tenancy.

improvement
Any alteration or addition to your home to make it better that is made by you or on your behalf which was not there when you moved in, for example, additional building work inside or outside, the erection of aerials or satellite dishes.

Introductory tenancy
An introductory tenancy is a periodic weekly tenancy granted under the Housing Act 1996. An "introductory tenant" is a tenant under an introductory tenancy, and the "introductory period" is the duration of the introductory tenancy (usually one year, but this can be extended in some circumstances).

lodger
A lodger is a person who lives in your home but does not have exclusive right to any part of it. You are responsible for making a lodger leave if you want to end the arrangement.

the management company
The management company to which Forge Wood is to be transferred or their successors.

neighbourhood
The local area where you live, for example, Gossops Green. The area will include property which is privately owned or rented and property which is owned or managed by the council or housing associations. This area usually includes local shops and facilities, for example schools and leisure centres.

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personal property
All personal items which belong to you or a member of your household or visitors and includes curtains, furniture and floor coverings such as carpets.

the property / your home
The property (dwelling-house, flat, maisonette or other dwelling) in which you live and includes any garage, shed, other structure, garden or land etc, as set out on page one, but does not include any common areas.

sub-let / sub-tenant
Giving another person (called the sub-tenant) the right to live in all or part of your home and charging them money to live there.

Tenancy agreement
This agreement.

Tenants' handbook
A handbook containing useful information (such as contact telephone numbers) but it does not form part of this tenancy agreement. Copies of the Tenants' Handbook are available on request from your Housing Officer.

Tenancy policy
Crawley Borough Council's published Tenancy policy. A copy is available on the council's website (www.crawley.gov.uk) or is available on request from your Housing Officer

terms and conditions
All or any of the clauses of this agreement.

Town Hall
Crawley Borough Council's offices at:
Town Hall
The Boulevard
Crawley
West Sussex
RH10 1UZ

written permission
A letter from the council as your landlord, giving you permission to do something (note: any permission sought will not be unreasonably withheld but may be subject to reasonable conditions).

you / tenant
The tenant and, if you are a joint tenant, any one or all of the joint tenants.

your household
You, your family and other persons living in your home including any adult family members, other adults, children under 18, lodgers, sub¬tenants, and visitors.

Specimen

1. Introduction

1.1 This tenancy agreement is a legal contract describing the terms and conditions of your tenancy and your rights and responsibilities as a tenant. If there is anything you do not understand please contact your Housing Officer or seek legal advice before you sign this contract.

1.2 This Tenancy Agreement describes either your introductory tenancy under the Housing Act 1996 or your flexible tenancy under the terms of the Housing Act 1985. **All the terms and conditions relating to introductory tenants set out in this agreement only apply to you if the box on page one is ticked stating that your tenancy will be an introductory tenancy under the Housing Act 1996 for the first year (unless extended).** Whichever tenancy you have, it is important for you to know that you have a number of rights and responsibilities.

1.3 It is important you understand that if you break any of the terms or conditions of this contract the council may commence legal proceedings against you. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted.

1.4 The definitions section sets out the meanings of words used in this tenancy agreement.

1.5 Unless the contrary is stated or implied the rights and obligations set out in this agreement are intended to replicate the rights and obligations established by statute, such as by the Housing Act 1985, Part IV. The contrary may be implied where, for example, rights and obligations are set out in the contract that either are not addressed by statute or where the statute gives the council a discretion.

1.6 Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.

1.7 Where any term or condition of this tenancy agreement requires you to get written permission from the council, such permission will not be unreasonably withheld but it may be given subject to reasonable conditions. Any request must be made in writing and addressed to your Housing Officer at the Town Hall or, if stated, your Area Surveyor at the Town Hall.

2. Your introductory tenancy

The following applies to introductory tenants only

2.1 An introductory tenancy is a tenancy under the Housing Act 1996 for a trial period for the first 12 months (unless it is extended as described below).

2.2 If you break any of the terms or conditions of this tenancy agreement, the council may decide to apply to the court for a possession order. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted. Before the council applies to the court, it will give you a notice of its decision and details of your right to request a review of its decision. The council can ask the court that you pay the council's legal costs if it makes an application to the court.

2.3 The council may decide to extend the introductory tenancy trial period if you breach any of the terms or conditions of this tenancy agreement. Before the council extends your trial period, it will give you a notice of its intention to do so and this notice will include details of your right to request a review of its decision.

2.4 If you keep to the terms and conditions of this tenancy agreement and the council has not started possession proceedings during the introductory period, then at the end of the introductory tenancy, your tenancy will automatically become a flexible tenancy for a fixed term of **five years**.

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2.5 Succession rights are limited to those allowed by sections 131 to 133 of the Housing Act 1996. In general this means that if you die whilst your tenancy is an introductory tenancy, your tenancy will pass to your husband, wife or civil partner if s/he occupied the property as his/her only or principal home at the time of your death. This is called 'succession'. If you do not have a husband, wife or civil partner the tenancy can pass on to a member of your family who occupied the property as his/her only or principal home at the time of your death if they also resided with you throughout 12 months immediately before your death. If a joint tenant dies the tenancy will pass to the other joint tenant and this will count as a succession.

2.6 As an introductory tenant you have the right to assign your tenancy to a person who is qualified to succeed to your tenancy. If you do this, this will count as a succession.

2.7 Whilst your tenancy is an introductory tenancy, you do not have the right to buy your property or to exchange your property with another tenant.

3. Your flexible tenancy

3.1 Your flexible tenancy will only be secure while you occupy the property as your only or principal home. If at any time your tenancy ceases to be secure, the council may take steps to end it.

3.2 If you break any of the tenancy conditions during your flexible tenancy the council will take action and may apply to the court to evict you. However, the council will not attempt to take possession of your home or take any other action without trying to discuss the matter with you beforehand.

3.3 If you die whilst your tenancy is a flexible tenancy, your tenancy will pass to your husband, wife or civil partner (or a person who you lived with as if you were husband and wife or civil partners) if s/he occupied the property as his/her only or principal home at the time of your death. No other family member can succeed to your tenancy. If a joint tenant dies the tenancy will pass to the other joint tenant and this will count as a succession.

3.4 As a flexible tenant, and as long as your tenancy remains secure, you have the right to assign your tenancy to a person who is qualified to succeed to your tenancy. If you do this, this will count as a succession.

3.5 If your home has special adaptations that you or your household do not need, the council may apply to the court for a possession order to take back your home provided suitable alternative accommodation is made available for you.

3.6 In certain circumstances you have the right to buy your property. You should contact Crawley Borough Council if you want to know more about your right to buy.

3.7 In certain circumstances you have the right to exchange your tenancy with another tenant.

4. Flexible tenancy review

4.1 The flexible tenancy is for a five year period and the council does not have to give you another tenancy when the fixed term ends. In the 12 months prior to the end date of the tenancy there will be a review. As part of the review, you will be asked to provide the council with information to enable us to make the decision whether to grant a new tenancy in accordance with the council's Tenancy Policy, and if so, what length of tenancy to offer. You must provide the council with the information we request, which may include financial, health and household composition information.

4.2 If it is decided not to grant you another tenancy on the expiry of the flexible tenancy, the council will give you at least six months' notice in writing. The notice will give the reasons for the decision and tell you about your right to request a review of the decision. If the council decides not to give you another tenancy the council can ask the court to make a possession order requiring you to vacate the property.

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5. Rent

Paying your rent

5.1 The term "rent" includes the weekly rent, service charges and any other weekly charges.

5.2 When you sign the tenancy you will be required to pay four weeks rent in advance.

Your responsibilities

5.3 You must pay the rent and any other money owed to the council under this tenancy agreement.

5.4 You may pay your rent weekly or for any longer period such as fortnightly, four-weekly or monthly. Rent falls due on a Monday and it must be paid in advance. Your weekly rent at the start of your tenancy is set out on page one of this tenancy agreement.

5.5 You can pay your rent in any of the following ways: by Direct Debit, by standing order, by debit or credit card, by internet banking, by cheque, by cash payment and by PayPoint. (For more information about payment methods please ask your Housing Officer).

Changing your rent

5.6 The council may vary the amount of rent at any time provided it gives you notice in writing at least four weeks before any change.

Joint tenant responsibilities

5.7 Each joint tenant is responsible for the rent. The council can recover all arrears owed to it from any individual joint tenant. This means that even if one joint tenant leaves all tenants continue to be responsible for rent, arrears and tenancy charges.

Difficulty in paying your rent

5.8 If you have any difficulty paying your rent you or someone acting on your behalf must inform the council immediately.

5.9 If you do not pay your rent, the council may apply to the court for a possession order that could ultimately result in the termination of your tenancy and everyone living in your home being evicted. The council can ask the court that you pay the council's legal costs if it makes an application to the court.

6. The property (your home)

Living in your home

6.1 You must occupy the property as your only or principal home. If you no longer occupy the property as your only or principal home then the council may take steps to end your tenancy and seek possession.

6.2 From time to time the council conducts audits of the properties it rents to tenants. If requested by the council you must provide proof:
(a) of your identity and of anyone living with you; and
(b) that you are living in the property.

6.3 If you have to leave your home for one month or longer you must notify your Housing Officer of a nominated key holder in case of emergencies.

6.4 To avoid statutory overcrowding you must not have more people living in your home than the permitted number (this is shown on page one).

Criminal, illegal or immoral activity

6.5 You, members of your household or visitors must not carry out or use your home or any common areas for any criminal, illegal or immoral acts such as:

- Cultivating, manufacturing, selling or conspiring to sell, using, possessing and/or dealing in illegal drugs or substances.
- Handling or storing stolen or counterfeit goods.
- Prostitution.

6.6 You should be aware that the council may apply to the court for a possession order (which may ultimately result in the termination of your tenancy and everyone living in your home being evicted) if you or a member of your household or visitor is convicted of an indictable offence committed in, or in the locality of, your home.

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Lodgers

6.7 If you are a flexible tenant you may take in lodgers providing you do not have more people living in your home than the permitted number allowed (see 6.4). You must notify your Housing Officer in writing of the names and dates of birth of your lodgers within fourteen days of them moving in. Such notification will be in addition to any notification that you may need to give the relevant authority that administers any welfare benefits you are claiming.
(If you are an introductory tenant, you do not have the right to take in lodgers).

Sub-letting

6.8 If you are a flexible tenant and want to sub-let part of your home, you must get prior written permission from the council before you do so. The council will not give permission for more than the permitted number of persons allowed to live there, as detailed on page one. You must not sub-let the whole of your home.
(Note: If you are an introductory tenant, you do not have the right to sub-let the whole or any part of your home.)

Running a business

6.9 The property must only be used as one private residential dwelling and you must not run any trade or business from your home.

Pets and animals

6.10 You must not keep or feed any animal or animals other than household domestic pets. You will need prior written permission from the council before you are allowed to keep an animal in your home. The council may refuse permission if it believes that it would not be reasonable to keep an animal in that situation.

6.11 You, members of your household or visitors must not allow any animal to frighten, annoy or cause a nuisance to any other person living in the locality of your home. Dogs must be accompanied by you or a responsible member of your household and kept on a lead when in common areas.

6.12 You must not keep any animal which causes or is likely to cause a nuisance, annoyance or disturbance to neighbours or others living in the locality of your home. Examples of this include, but are not limited to: allowing your animal to persistently foul in an inappropriate place, straying, barking, creating an offensive smell, inadequate control or creating any kind of health hazard. In these instances, the council may withdraw its permission for you to keep the animal/s and any other animals and you must remove it/them from your home.

6.13 You must comply with the terms of the Control of Dogs Order 1992, whereby all dogs in public places are required to wear a collar with identification attached to it, including the owner's name and address.

6.14 You must not keep any dog listed under the Dangerous Dogs Act 1991 at your home.

6.15 In cases of cruelty to animals, the council will withdraw its permission for you to keep the animal/s and you must then remove it/them from your home. The council will also report these cases to the RSPCA or the police.

6.16 You, members of your household or visitors must ensure that any animal kept at your home does not prevent an employee, contractor or agent of the council gaining access to your home.

Personal property

6.17 You are responsible for your personal property and the decoration of your home and it is your responsibility to take out insurance to protect them. The council is not responsible for the loss or damage of any personal property (whether they belong to you or someone else) no matter how they become damaged or lost unless the damage or loss is caused by the council's negligence.
(Note: The council strongly advises that you take out and keep current contents insurance that covers the contents of your home and third party damage to the contents of adjoining properties and personal injuries. The council has arranged a low cost contents insurance policy that is available for all tenants to apply for – see the Tenants' Handbook for further information)

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Access to your home

6.18 You must allow council employees, their contractors, agents or other statutory bodies to enter you home at all reasonable hours to inspect your home or carry out any works

6.19 You must ensure their safe passage for inspecting, carrying out repairs, gaining access to roofs and loft spaces or for any other reason including the annual gas safety inspection.

6.20 You must not allow an accumulation of personal property to prevent or obstruct any inspection conducted by or on behalf of the council, or cause structural damage to the property or pose an environmental health risk.
You will be asked to dispose of excess items if you cause such risks. If you refuse to dispose of excess items the council may enforce clearance by obtaining a court order.

(Note: If you do not allow access to your home you could be putting yourself and your neighbours at risk and the council may take legal action to gain access to your home and you may have to pay the costs. You may also be prosecuted for obstruction. The council recommends that you ask for identification of any person seeking to enter your home who claims they are from the council.)

6.21 The council will give you at least 24 hours notice of intended entry to your home by its employees/contractors or agents (except in cases of emergency, see 7.5).

Ventilation and heating

6.22 You must make sure that at all times there is adequate ventilation and heating within your home and follow any advice given by the council to prevent condensation. If condensation occurs you will be responsible for any repair work, unless it occurs as a result of a fault in the property.

6.23 You must have any chimneys in use swept at least once a year.

Using appliances and equipment

6.24 You must use all domestic and council appliances and equipment in accordance with the manufacturer's and/or the council's instructions. You are responsible for all damage to your home or injury to people caused by your appliances and equipment.

6.25 You must take adequate care and precautions when bringing, storing, charging or using power scooters or other devices used to aid mobility to ensure that damage does not occur to your home.

Motorbikes

6.26 You must not store or use mopeds, motor bikes, mini-motos or quad-bikes within the dwelling (meaning the house, flat or maisonette in which you live), and you must not cause, allow, permit or encourage any member of your household or any visitor to do so.

7. Repairs, improvements and home alterations

The right to repair

7.1 Some repairs are covered by regulations, which means that by law the council must carry out certain small, urgent repairs which are likely to affect your health, safety or security within specified timescales.

7.2 You must give the council clear notice that your home requires repair. This can be reported by telephone, in writing, via the website and by visiting the Town Hall.
(Note: For more information about your rights, please refer to the Tenants' Handbook or contact your Housing Officer.)

Your responsibilities

7.3 You must look after your home in a reasonable manner and make sure your home remains in good condition at all times.

Internal decoration

7.4 You are responsible for decorating the inside of your home and ensuring you keep it in a clean and well-decorated condition. You must not apply textured coatings to the internal walls and ceilings of your home.

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Emergency access

7.5 In an emergency, the council or any person authorised by the council may require access to your home. In the event that your home is unoccupied or access is unreasonably denied, the council may use reasonable force to gain entry to your home without giving you any formal written notice. Upon completion of the works and/or inspection, your home will be secured properly and repaired if necessary. An emergency in these circumstances is when either your home or another person's property and health and safety is deemed to be at imminent risk of harm, such as where there is a suspected fire, burst water pipe, gas leak or electrical fault. In the event that access is unreasonably denied, you may be prosecuted for obstruction.

7.6 You must immediately report any defects or damage to your home which are the responsibility of the council and enable the council to arrange for inspection and/or repair(s) to be carried out. For contact information please refer to the Tenants' Handbook.

Alterations and improvements

7.7 You have the right to carry out alterations, additions or improvements to your home provided you first obtain written permission from the council. Any request for permission must be made in writing and addressed to your Area Surveyor at the Town Hall. Consent will only be granted if the council obtains the prior written consent of the developer or the management company and you have paid to the council any fee required by the developer or management company. Alterations and additions include:-

- erecting or constructing any building or other structure whatsoever whether temporary or permanent on the property (except for good quality domestic sheds or greenhouses)
- erecting or placing on the property any aerial or satellite dish. Permission to erect or place any aerial or satellite dish on the front of the property will be refused until the developer has completed the sale of the last house on the estate
- any alterations to the gas or electrical installations (such as those in 7.8).

You may need to obtain Planning and Building Control permission prior to permitting any work to start.
You must not do anything in or upon the property which would contravene any relevant planning conditions in any planning permission granted to the developer for the estate. Copies of the relevant planning conditions can be obtained from the council.
Future maintenance of any improvements will be your responsibility.

Own gas appliances

7.8 You are responsible for arranging an annual service of your own gas fired appliances and accompanying flues where the council has not accepted responsibility. You must provide the council with service certificates upon request.

Paying for works

7.9 The council may require that you pay for the cost of any reinstatement works to your home if you have had any alterations, additions or improvements carried out (or arranged to be carried out) without written permission from the council.

7.10 You are responsible for any deliberate or negligent damage to your home or common areas caused by you, any member of your household or visitor. This means you must arrange for and pay the cost of repairing any damage. You are also responsible for any substandard works or repairs that you arranged to be carried out to your home, meaning that you must have the works or repairs redone to a good standard. You must also take all reasonable measures to ensure that your family and other persons do not cause wilful or negligent damage to your home or common areas.

Away from home

7.11 You must take all reasonable measures to ensure that when away from your home:

- The property is adequately secured to prevent unwanted access by people not invited by you to live there;
- The property is adequately heated at all times;
- You turn the water off at the mains if you will be away for a long period during cold weather.

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Lofts

7.12 No storage of items in the loft of your home is permitted where there is upgraded levels of loft insulation (150mm and above). Where storage of items in the loft is permitted this is at your own risk. Lofts in flats are not part of your home and must not be accessed by you or your household.

Gardens

7.13 If your home includes a garden, you must at all times:

- Keep it tidy cultivated and free from rubbish, pests and weeds
- Maintain any trees so as not to endanger the health and safety of people in the vicinity or cause damage to any other property
- Not cut down damage neglect or remove any existing tree or hedge on the property (or adjoining land) or any other plant planted pursuant to the requirements of the Local Authority.

You may be recharged for the cost of any necessary replacement, repair, damage, clearance or maintenance work undertaken by the council.

7.14 You must not:

- Erect any building walls, fences, posts or other structures (subject to clause 7.7)
- Move any screen fence or wall
- Allow any hedge to grow between the building on the property and the estate roads
- Do anything which may obstruct, cause loss or damage to the common areas
- Allow any refuse containers to be placed on the front garden of the property or on any collection point except on the collection days allocated by the council.

Smoke detectors

7.15 You are responsible for maintaining any battery-operated smoke detector and ensuring it is always in good working order.

The council's responsibilities

7.16 The council will be responsible for repairing and maintaining the structure of your home. (For further details, see the Tenants' Handbook.)

7.17 If you have made alterations, additions or improvements to your home the council will only repair them if the council has agreed in writing to maintain and repair them.

7.18 The council is not required to carry out works or repairs for which you are responsible under the terms of this tenancy agreement.

7.19 The council is not responsible for repairing internal decorations affected by improvement works carried out at your home unless the damage to the decoration has been caused as a result of negligence on behalf of the council.

7.20 The council is not responsible for the removal and replacement of any furniture or floor coverings that have to be moved to enable repair or improvement work to be carried out.

Gas servicing

7.21 The council will annually inspect gas service pipes and gas fired equipment for which the council has a statutory duty to inspect and maintain. You must provide access for the gas service and any resulting repairs to be performed.

Consultation

7.22 The council will consult tenants who are likely to be substantially affected by any proposed major repairs and/or improvement schemes.

Rebuilding

7.23 The council is not required to rebuild or reinstate your home in the case of destruction, serious structural damage or deterioration.

8. Living in your community

Nuisance and anti-social behaviour

The council's responsibilities

8.1 The council will not tolerate anti-social behaviour and will investigate all reported cases of nuisance or harassment. The council will take appropriate and proportionate action against perpetrators.

8.2 Malicious or false allegations made of anti-social behaviour may result in action being taken against the person making these claims.

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Your responsibilities

8.3 You are responsible for the behaviour of every member of your household and visitors to your home. This responsibility includes behaviour on surrounding land, in common areas and throughout the neighbourhood in which your property is situated.

8.4 You must not engage in anti-social behaviour in your home, in common areas or in the neighbourhood in which your home is situated. If you do, the council may decide to apply to the court for a possession order that could ultimately result in the termination of your tenancy and everyone living in your home being evicted. The council may also seek other legal remedies.

8.5 You must not:

- Engage in any form of harassment or intimidation on the grounds of race, ethnicity, nationality, faith or religion, sexuality, disability or gender, which may interfere with the peace and comfort of, or cause offence to any other person residing in or visiting or otherwise engaged in a lawful activity within the neighbourhood in which your home is situated (including council employees, agents or contractors)
- Inflict domestic violence, threaten violence or use mental, emotional, financial or sexual abuse against your partner, ex-partner or another member of your family or household
- Threaten violence towards any person residing in or visiting the neighbourhood or any person otherwise engaged in lawful activity within the surrounding areas of the neighbourhood and this includes any of the council's employees, agents or contractors
- Threaten violence against, harass, verbally abuse or intimidate any council employee or agent of the council at or in the vicinity of his/her place of work, including, the Town Hall and other council premises (including the common areas of any council-owned property) or in Crawley town centre, the neighbourhoods and shopping parades
- Harass or use physical, mental, emotional or sexual abuse against anyone residing in, visiting or otherwise engaged in lawful activity within the neighbourhood in which your home is situated
- Cause damage to the council's common areas. You must not interfere with the security and safety equipment in communal blocks. Where a door entry system is fitted, doors must not be jammed open. You must not allow in strangers without identification
- Do anything which is a nuisance or annoyance or causes damage or injury to any part of the estate, to the developer, the management company, the owners tenants or occupiers of any adjoining or neighbouring property or anyone residing in or visiting or otherwise engaging in a lawful activity within the neighbourhood in which your home is situated (including council employees, agents or contractors)
- Keep any illegal weapon or any other dangerous object which is prohibited by law in your property. You must get written permission from the council to keep any weapon in your home. Consent will normally be granted in respect of licensed weapons.

8.6 You must not cause, allow, permit or encourage any member of your household or any visitor to do any of the things set out in 8.4 and 8.5.

Damage to your home

8.7 You or any member of your household or any visitors must not do anything which increases the risk of fire, flood or damage to your property or adjoining properties. If there is a fire, flood or other such incident in your home, you may be responsible for repairing any damage as a result of not using your home in a responsible manner.

Flammable material

8.8 You, any member of your household or any visitors must not keep or use bottled gas (portable gas space heaters), paraffin, petrol or any other flammable material within the property (meaning the house, flat or maisonette in which you live) or in common areas. Bonfires are not permitted.

Vehicles

8.9 Within the boundary of the property, motor vehicles must be parked on a council approved hardstanding. Prior written permission must be sought from the council before parking a trailer, caravan or boat on a hardstanding.

8.10 You or any member of your household or any visitors must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access

Specimen

for other vehicles, including emergency vehicles, or cause a nuisance to others.

8.11 You or any member of your household or any visitors must not cause or allow an obstruction to any estate road, accessway, garage, rights of way, roads, footpaths or access routes across your home, in common areas, shared areas or in the neighbourhood.

8.12 You or any member of your household or any visitors must not allow anyone to sleep in a caravan or other vehicle parked outside your home.

8.13 You or any member of your household or any visitors must not park the following vehicles on the property (including any garden), common areas, shared areas, or on council-owned land within the vicinity of your home:

- Goods vehicles of more than 1500 kg (unladen weight).
- Unroadworthy or dangerous vehicles.
- Vehicles without a road fund licence (tax disc) or a valid MOT (except as provided for in 8.14).

8.14 You or any member of your household or any visitors must not park any SORN registered vehicles on common areas, shared areas, or on council-owned land in the vicinity of your home and may only park such vehicles within the boundary of the property on a council approved hardstanding.

8.15 You or any member of your household or any visitors must not abandon vehicles in the neighbourhood in which your home is situated. The council will take steps to remove such vehicles and then charge the costs of removal to the registered owner.

8.16 You must exercise care in the maintenance of your vehicle to ensure it does not spoil the appearance of the area, e.g. oil spillage. The cost of any such remedial work will be charged to you.

8.17 You or any member of your household or any visitors must not drive across a kerb to access the property unless it has been lowered in accordance with the regulations of the Highway Authority.

8.18 You may not use the property, shared accessways or the visitor parking spaces for the repair or maintenance of motor vehicles (including motor cycle(s), caravan(s), boat(s) or trailer(s)) with the exception of day to day repairs, for example, changing a tyre or checking oil levels on vehicles regularly used by you or your household.

8.19 You or any member of your household or any visitors must share the use of any driveway that gives access to both your home and an adjoining property with the occupants of that adjoining property. The driveway must not be blocked in any way, for example, by parking a vehicle or by fencing off part of it.

8.20 You or any member of your household or any visitors must not park or drive a vehicle including any commercial vehicle, caravan, mobile home, camper van or boat) across grassed areas in or around property owned by the council, or between the property and the estate roads, and you must pay the costs incurred by the council for works to repair any damage to the kerb or drains, soil replacement and re-sowing of grass.

Covenants

8.21 You must not do, or omit to do, anything that will put the council in breach of the restrictive covenants set out in the schedule at the end of this agreement. You must take any steps notified to you by the council to remedy any breach of the restrictive covenant(s).

Community responsibilities for those living in blocks of flats or maisonettes

Smoking in common areas

8.22 You or any member of your household or any visitors must not smoke in the common areas of the building.

Behaviour in common areas

8.23 You must not throw food, refuse or any other object from a window, from landings, down stairwells or from balconies.

8.24 You must not hang bird feeders, flower pots, washing, clothes, mats or rugs or any other object from the windows and balconies. You

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must not hand beat or shake washing, clothes, mats or rugs on or from the windows of your home or from any common areas such as landings, balconies, stairs or roof.

Refuse

8.25 You must not place any discarded household or garden objects, e.g. washing machines and garden waste, in the bin areas or drying areas. You must securely bag all rubbish before putting it in the refuse chutes or bin areas.

8.26 Under no circumstances should you dispose of any bulky items via the refuse chutes, as this can cause the chutes to become blocked (where chutes exist).

Lifts

8.27 You must not interfere with the lift system or wedge lift doors open as this can affect the efficiency of the system (where they exist).

Business notices

8.28 You must not erect or exhibit on the property or in the common areas any plate, hoarding, structure, notice, board or sign of any kind including advertisement for trade or professional business.

8.29 You must not hold or permit any sale or auction at your home or on common areas without prior written permission from the council.

Fixing items to outside walls

8.30 You must not affix any item to the outside walls and brickwork including hanging baskets or bird feeders.You must not allow or permit external window boxes or plants to be placed on any window sills.
(Note: For additional information please see the Tenants' Handbook.)

Fire safety

8.31 Common areas must be kept clear to enable emergency evacuation. If your home is a flat or maisonette you must not cause an obstruction in any of the common areas by leaving prams, pushchairs, bicycles, power scooters or other devices used to aid mobility, domestic appliances, furniture, floor coverings, rubbish or any other objects there. You are responsible for contacting the council immediately if you become aware of any such obstruction. Common areas remain council property and the council may remove any objects found there. If the council removes one or more items of your personal property that are obstructing common areas, you must pay for the cost of the removal. (Note: This condition is important for your safety and that of your neighbours. Obstructions in common areas can be fire risks and/or trip hazards.)

Flooring

8.32 The council may require you to keep all the floors in the property substantially covered with material suitable for reducing the transmission of noise (such as carpet).

8.33 You must obtain the council's prior written permission before you install floor tiles, laminate or wooden flooring or flooring of a similar nature, and the council will only give permission to tenants living in flats and maisonettes in exceptional circumstances. If you install any such flooring without the council's prior written permission, the council may require you to remove it at your own expense and replace it with floor coverings as set out in 8.32.

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9. Ending your tenancy

How you can end your tenancy

Introductory tenants

9.1 If you intend to end your tenancy, you must give the council at least 28 days' written notice (called 'notice to quit'). The notice to quit must expire either on a Monday or on the day of the week on which your tenancy commenced (e.g. if your tenancy commenced on a Wednesday, the notice to quit can expire on a Wednesday).

9.2 Once you have given 'notice to quit' you must allow council staff access to the property (at a pre-arranged date) for an inspection. In some cases this will involve prospective new tenants accompanying council staff.

9.3 If you are joint tenants either of you can end the tenancy by giving the council notice to quit (see 9.1). This will end the tenancy for all joint tenants regardless of who has given the notice.

Flexible tenants

9.4 You can end your tenancy at any time by giving the council at least 28 days written notice, or any such shorter period as the council may in writing allow, to expire on a Monday and the fixed term will then end on that date. In the case of joint tenants, one tenant can end the tenancy by giving the council notice in the same way, regardless of the views of any other joint tenant(s). This right:

(a) May also be exercised by a fixed term tenant who was granted a flexible tenancy but whose tenancy is no longer secure.

(b) Is in addition to the statutory right of termination given by s107C of the Housing Act 1985.

(c) Does not affect the right of either you or the council to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the end of the tenancy.

9.5 Once you have given a notice under 9.4 you must allow council staff access to the property (at a pre-arranged date) for an inspection. In some cases this will involve prospective new tenants accompanying council staff.

How the council can end your tenancy

Introductory tenants

9.6 The council will only take steps to recover possession of your home as follows:

- If you break any of the terms or conditions of this tenancy agreement. (If the court grants the council a possession order this could ultimately result in the termination of your tenancy and everyone living in your home being evicted)
- Where the sole tenant dies and there is no person who is qualified to succeed to the tenancy
- If the property ceases to be your only or principal home or you sub-let the whole of the property or you otherwise abandon the property council may end the tenancy by serving you with a 'notice to quit'
- If you breach the restrictive covenants and/or fail to comply with notice given to you under clause 8.21.

Flexible tenants – during the fixed term

Statutory grounds

9.7 Providing your flexible tenancy is secure the council may end it by obtaining an order of the court for possession of the property and by the execution of the order. The council may seek such an order on any of the statutory grounds for possession.

Break notice

9.8 If your fixed term tenancy is not secure then the council may end it by serving a notice stating that the tenancy will end 28 days after service ('a break notice'). However, this right does not apply if the only reason why your flexible tenancy ceases to be secure is because the landlord condition of s.80 of the Housing Act 1985 is not satisfied.

9.9 Without prejudice to the above, if your fixed term tenancy is not secure then the council may end it by serving a break notice stating that the tenancy will end 28 days after service and this notice may be served in either of the following circumstances:

Specimen

(a) the sole tenant has died, or
(b) all joint tenants have died.

Forfeiture

9.10 Without prejudice to the above, if your fixed term tenancy is not secure or if any of the conditions of the tenancy are not performed or observed or if any of the statutory grounds for possession exist the council may forfeit the tenancy by either serving proceedings seeking possession of the property or by re-entering the property or any part of it and thereupon your tenancy will end. However, if you or any other person is lawfully residing in the property then the council will not forfeit by re-entering the property.

9.11 Forfeiture does not affect the right of either you or the council to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the tenancy ended. Water, sewerage and all other charges are recoverable as if they are rent.

9.12 This right to forfeit applies to arrears of rent whether the rent has been lawfully demanded or not.

Flexible tenants – after the fixed term

9.13 Providing your fixed term tenancy or any other tenancy arising when it ends remains secure the council may seek a court order to evict you by following the statutory procedure in s.107D of the Housing Act 1985. In summary, this means:

(a) Giving you not less than six months' written notice:
  (i) Stating that the council does not propose to grant another tenancy on the expiry of the flexible tenancy,
  (ii) setting out our reasons for not proposing to grant another tenancy, and
  (iii) Informing you of your right to request a review of our proposal and of the time within which such a request must be made.
(b) Giving you not less than two months' written notice stating that the council requires possession of the property. This notice may be given before or on the day on which your tenancy comes to an end.
(c) Carrying out any review that you seek.
(d) Obtaining a court order.

9.14 If your fixed term tenancy has ended and it was not secure when it ended then you may be a trespasser.

9.15 If your fixed term tenancy has ended and it was secure when it ended but has subsequently ceased to be secure then you may become a trespasser after service by the council of a notice to quit.

The following applies to both introductory and flexible tenants

Notice

9.16 Any notice the council wants to serve on you (including a notice to quit, forfeiture notice, break notice or any other statutory notice) and any court proceedings may be served personally or by first class post addressed to you at the property or your last known address. The council may also leave any notice at the property by posting it through the front door or otherwise by affixing it to a conspicuous part of the property. Delivery of a notice as described in this paragraph will constitute good and proper service.

When you leave

9.17 When you move out of the property you must return all keys to the property to the Town Hall by 12 noon on the day you leave (including gas and electric meter keys where appropriate).

9.18 You must leave the property, including any garden, in a clean and tidy condition, clear of all personal property, furniture and rubbish. Any personal property left will be cleared by the council and you must pay the costs incurred by council in clearing the property.

9.19 You must repair any damage (however caused) prior to leaving the property. If you fail to repair any damage prior to leaving the property, you must pay the costs incurred by the council in carrying out those repairs.

Specimen

10. False Statement

Your responsibility

10.1 You or someone acting on your behalf must not make a statement:

- which you know is false,
- which you thought could be false,
- which involves you in any way in supplying information which may deceive an officer of the council or its agent in allocating you this property. The council will take legal action to obtain possession of your home in any such circumstance.

Specimen

Restrictive Covenants

Schedule 1

Restrictive Covenants at Forge Wood

Persimmon Homes Ltd

1. Not to use the Property for any purpose other than as or incidental to one private residential dwelling and not to use the Property for any trade or business
2. Not to erect or construct any building or other structure whatsoever whether temporary or permanent on the Property (except for good quality domestic sheds ·or greenhouses) without the prior consent in writing of the Transferor for which a fee will be payable
3. Not to erect any walls fences or other structures nor allow any hedge to grow on the Property between any building on the Property and the Estate Roads
4. Not to cut down damage neglect or remove any existing tree or hedge on the Property or any other plant planted pursuant to the requirements of the Public Authority
5. Not to do or permit to be done on the Property anything which may be or become a nuisance or annoyance or cause damage to the Transferor or to the owners tenants or occupiers of any adjoining or neighbouring property
6. Not to erect or exhibit on the Property any hoarding structure notice board or sign of any kind for advertising or other purpose except that after the Transferor's sales office on the Estate has permanently closed the Transferee may erect one notice or sign not exceeding one half square metre advertising the Property for sale
7. Not to keep or feed or permit to be kept or fed on the Property animals other than normal household domestic pets.
8. Not to park or cause or suffer or permit to be parked any commercial vehicle caravan mobile home camper van or boat on the Property between any building on the Property and the Estate Road
9. Not to park on or obstruct the Estate Roads or Accessway (if any)
10. Not to erect or place on the Property front elevation(s) any aerlal or satellite dish until the Transferor has completed the sale of the last dwelling house on the Estate
11. Not without the prior written consent of the Public Authority to cultivate erect or place or suffer to be erected or placed any structure or other thing on the visibility splay or service strip (if any) shown on the plan and to maintain it as a grassed area
12. Not to construct erect place plant or permit upon under or over the easement strip shown on the Plan (if any) or on or within three metres of the Estate Sewers shown on the Plan (if any) or any part thereof, any building wall or other structure erection or works of any kind whatsoever whether permanent or temporary or any trees or large shrubs without the prior written consent of the appropriate Public Authority
13. Not to do or permit or suffer to be done upon the Property or the Estate any act or thing which:

13.1 may impede the adoption or the vesting in the Public Authority of the Estate Sewers or Service Media which is or shall be intended to be so adopted or vested or may result in loss or damage to or interference with any Estate Sewer or Service Media within the Property which may be or become ·maintainable at the public expense or which is used jointly with the Transferor or with the owners or occupiers of the Estate or any adjoining or neighbouring land and immediately on request to execute any easement deed or document required by a Public Authority in respect of the provision maintenance or adoption of the Estate Roads or Estate Sewers or Service Media

14. Not to do or permit to be done within any Management Areas anything which may obstruct or result in loss or damage to or interference with the Management Areas.

Specimen

Restrictive Covenants

Schedule 2

Restrictive Covenants at Forge Wood

Taylor Wimpey UK Ltd

1. Not to erect any building or structure on the Property nor to erect or make any extension or alteration to the exterior of the dwelling thereon without having first obtained:
   (a) the consent of the local authority under the Town and Country Planning Acts and Building Regulations for the time being in force and
   (b) the consent of the relevant local authority or statutory undertaker within whose area the same is located in respect of land within three metres measured horizontally from the centre line of an adopted or adoptable sewer and
   (c) the approval of the Transfer or to the plans elevations and specification of any such building structure extension or alteration to be carried out and in any event not to erect upon the Property or part thereof any additional dwelling house (the application for approval to be accompanied by the appropriate fee set from time to time by the Transferor in respect of such application)
2. Not to use the Property except as a single private dwelling house
3. To maintain any part or parts of the Property which lie in front of the building line of the dwelling and/or outside the screen fence erected or to be erected on the Property as garden entrance driveway and accessway (as appropriate) and not without the previous consent in writing of the Transferor and the local planning authority to:
   (a) erect or place thereon any building walls fences hedges or posts
   (b) cut down or damage or allow or permit to be damaged or to cut lop or trim any tree now growing or to be planted by the Transferor upon the Property or on any adjoining land on the Estate
   (c) move any screen fence or wall erected by the Transferor
4. Not to carry on any trade or business on the Property
5. To keep any land drains and silt chambers in or under the Property in good working order free from obstruction
6. To ensure that nothing shall at any time be done on the Property or the Estate that shall be or become a nuisance annoyance disturbance or injury to any part of the Estate or its occupiers
7. Not to obstruct place allow any obstruction to remain on or to render access or maintenance more difficult to the Estate Road Managed Accessways and or Private Accesses (if any)
8. Not to do anything in or upon the Property which would contravene any relevant conditions contained in any planning permission granted to the Transferor to enable the Transferor to develop the Estate including without prejudice to the generality of the foregoing any landscaping scheme carried out or to be carried out by the Transferor pursuant thereto
9. In the event that an Estate Sewer passes through or within three metres of the Property (measured horizontally from the centre line of such Estate Sewer) no Buildings shall be erected or constructed on over or within three metres (measure as aforesaid) thereof unless the prior written consent of the relevant water company has been obtained
10. Not without the prior consent in writing of the Transferor to erect place exhibit or display any notice sign board hoarding or similar device foror relating to the sale or letting of the land and/or dwelling hereby transferred until the last plot on the Estate has been sold and if any notice sign board hoarding or similar device is erected placed exhibited or displayed the Transferor reserves the right to re-enter the Property to remove the same and shall not be liable for any damage so caused
11. If the Transferor exercises the right to keep the front garden of the Property in a neat and tidy condition to pay on demand to the Transferor the proper and reasonable costs incurred by the Transferor in carrying out such works.

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12. Not to permit or suffer any refuse storage receptacles to be placed on the front garden of the Property or on any Refuse Collection Point except on the collection days allotted by Crawley Borough Council from time to time

13. Not to remove any tree within the Property without the consent of the Local Planning Authority

14. Not to use the Property the Private Accesses (if any) or the Visitor Parking Spaces (if any) for the repair or maintenance of motor vehicles (with the exception of day to day repairs , for example changing a tyre or checking oil levels) and not to use the Property the Private Accesses (if any) or the Visitor Parking Spaces (if any) for the storage repair or maintenance of any caravan house on wheels boat or trailer whatsoever.

Specimen

Schedule 3

Terms and conditions relating to solar panels

If the box for "Schedule 3 solar panels" is ticked on page one of this agreement, the following terms and conditions form part of this tenancy agreement.

1. In this schedule the following terms shall have the following meanings:
"**Carbon Benefit**" means any benefit which arises from the Services including any Carbon Savings qualifying under the government's Carbon Emissions Reduction Target or Carbon and Energy Savings Programme benefits, carbon credits and any other benefits which may be introduced at any time;
"**Designated Area**" means the area forming part of the Property being part of the roof and loft space together with one metre of air space above the roof to accommodate the PV System;
"**the council**" has the same meaning as set out the definitions section on in page two of this agreement;
"**Person**" means any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
"**Property**" has the same meaning as set out the definitions section on in page three of this agreement;
"**PV System**" means the photovoltaic panels selected by the council for installation in the Property including mounting brackets and equipment, including inverters, meters, modems and wiring;
"**Services**" means the installation, inspection, removal, maintenance or repair of a PV System and the reading and maintenance of meters and all equipment associated with them;
"**Tariffs**" means:
   (a) any sum paid by the government and/or energy suppliers relating to the micro generation of electricity from renewable sources where the generated electricity is sold to the national grid and/or energy supplier, including from PV Systems and, for the purposes of this Schedule, includes payments made for electricity which is sold back into the national grid or to any other buyer; and
   (b) any sums paid by the government and/or energy companies relating to the micro generation of electricity from renewable sources; and
"**tenant**" has the same meaning as set out the definitions section on in page three of this agreement;

2. The following terms of this schedule apply.
3. The tenant grants to the council and those working with the council the right to enter upon the Property giving not less than 5 days' notice save in emergency to provide the Services.
4. The tenant confirms that the council shall be permitted the exclusive right to occupy the Designated Area to keep and maintain the PV System in order to provide the Services.
5. The tenant nominates the council to receive any Tariffs and will take all steps as the council shall reasonably require to secure the benefit of any Tariffs for the council including but not limited to giving all instructions as the council shall reasonably require to the Tenant's electricity supplier.
6. The tenant undertakes not to challenge or take steps to challenge the council's ownership of the PV System.
7. The tenant will take all necessary steps to ensure the council has access to all such parts of the Property on 7 days' notice (save in cases of emergency) as are necessary to enable the council to provide the services.
8. The tenant will not do anything which may temporarily or permanently interfere with the flow of light to the PV System or permit any other person to do so unless authorised by the council.
9. The tenant will not interfere with any connection for the supply of electricity to or from the PV System.
10. The tenant will inform the council immediately upon being aware of any damage to the PV System or any part of the Property to which it is affixed.

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11. The tenant acknowledges that all parts of the PV System shall remain the absolute property of the council and all parts of the PV System shall be a chattel or chattels (in the ownership of the council) and will not become a fixture or fixtures and the tenant will not alter, tamper or otherwise interfere with the PV System or its operation in any way whatsoever.

12. The tenant acknowledges and agrees that it is intended that any right to receive Tariffs and/ or any Carbon Benefit and any other income or benefits from the PV System belong to the council and accordingly the tenant hereby irrevocably and unconditionally assigns to the council the Carbon Benefit, the right to receive the Tariffs and the right to receive all and any other income generated by the PV System.

13. The tenant confirms that if it acquires by operation of law or otherwise, any benefit relating to the PV System that is inconsistent with the terms of this Schedule the tenant hereby assigns all such benefits (including any future benefits) to the council.

14. The tenant acknowledges that the council may:

(a) remove the PV System (without replacing it);

(b) sub contract the provision of any of the Services;

(c) assign or transfer to any Person (in whole or in part):

i. ownership of the PV System;

ii. any of the benefits the council receives as a result of the PV System, including without limitation, any Tariffs and any Carbon Benefits.

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Schedule 4

Terms and conditions relating to utility monitoring

If the box for "Schedule 4 utility monitoring" is ticked on page one of this agreement, the following terms and conditions form part of this tenancy agreement.

1. In this schedule the following terms shall have the following meanings:
"**Utility Monitoring Equipment**" means any equipment installed in the Property by or on behalf of the council from time to time which monitors and collects Household Usage Data;
"The council" has the same meaning as set out the definitions section on in page two of this agreement;
"**Household Usage Data**" means any data relating to:

- the water, electricity and gas consumption and usage in connection with the Property, including the quantity of water, electricity and gas used and the times it is used,
- the quantity, consumption and usage of electricity generated by any photovoltaic panels (solar panels) installed in the Property,
- the quantity, consumption and usage of hot water generated by any solar thermal panels installed in the Property, and
- internal temperatures within the Property;

"**the Property**" has the same meaning as set out the definitions section on in page three of this agreement;
"**Services**" means the inspection, maintenance, removal, replacement or repair of the Utility Monitoring Equipment;
"**Smart meter**" means any meter installed in the Property from time to time by or on behalf of a gas, electricity and/or water supplier which is capable of automatically and wirelessly sending data regarding gas, electricity and/or water consumption and usage to the supplier;
"**tenant**" has the same meaning as set out the definitions section on in page three of this agreement;

2. The tenant acknowledges the Property has been fitted with Utility Monitoring Equipment.

3. The tenant acknowledges and agrees that:

3.1 all parts of the Utility Monitoring Equipment shall remain the absolute property of the council and all parts of the Utility Monitoring Equipment shall be a chattel or chattels (in the ownership of the council) and will not become a fixture or fixtures and the tenant will not alter, tamper or otherwise interfere with the Utility Monitoring Equipment or its operation in any way whatsoever

3.2 Household Usage Data will be accessed and monitored by the Utility Monitoring Equipment;

3.3 Household Usage Data will be stored either locally on the Utility Monitoring Equipment, or remotely by way of wireless transmission from the Utility Monitoring Equipment to the council or a third party who will hold the Household Usage Data on behalf of the council.

4. The tenant agrees to allow council employees, contractors and agents to enter the Property at all reasonable hours to carry out the Services.

5. Where Household Usage Data is stored locally on the Utility Monitoring Equipment the tenant agrees to allow council employees, contractors and agents to enter the Property at all reasonable hours to extract, record and process the Household Usage Data from the Utility Monitoring Equipment. The tenant also agrees to extract Household Usage Data from the Utility Monitoring Equipment and provide it to the council upon request. Any request made by the council in accordance with this clause will be made no more than twice yearly.

6. The tenant agrees that the council may access and process any Household Usage Data which is stored remotely by it or by a third party on behalf of the council.

7. If at any time there is a Smart Meter installed by an energy or other utility supplier in the Property, the tenant agrees to provide to the council, upon request (such requests to be no more than twice yearly), the following data in relation to the Property:

- electricity consumption and usage;
- gas consumption and usage; and/or
- water consumption and usage.

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8. The Council warrants that:

- It will process all Household Usage Data and any data obtained from the tenant under paragraph 7 above in accordance with the provisions of the Data Protection Act 1998 and also in accordance with any statements published on the council's website from time to time;
- Household Usage Data and any data obtained from the tenant under paragraph 7 above will be stored separately to any records held by the council which identifies the tenant or any member of his/her household.
- Household Usage Data and any data obtained from the tenant under paragraph 7 above, together with data of a similar nature from other properties, will be used for the purpose of calculating average energy consumption and energy efficiency of different types of buildings, and for other like purposes.

9. The tenant agrees that the Household Usage Data and any data obtained from the tenant under paragraph 7 above may be processed and used by the council for the purposes set out in above.

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