

ClearSprings (Management) Ltd
OCCUPANCY AGREEMENT

This agreement is made on _____ (insert date of arrival)

Instruments management limited whose t _____
_____ and

[insert full name of service user including PORT Reference or other unique identifying number]

Accommodation address MDP Wethersfield, Braintree CM7 4AZ

Note that all AASC Asylum Seekers are hereafter referred to as Service Users (abbreviated to SU)

Declarations:

I declare and confirm that all the information on this occupancy agreement is correct and accurate

[insert name of translator and first language of occupant if not English]

As the occupant, I declare that I have had reasonable time to read, or have had explained to me in a language I understand, the contents and obligations contained with this within this agreement and I agreed to keep the property in a good condition and to immediately vacate Wethersfield on termination of my authority support and I further agree that that I will conform to all other restrictions and rules.

[insert full name of SU including PORT Reference or other unique identifying number.]

INDUCTION CHECKLIST

I confirm that the following procedures have been explained to me in detail and in a language that I understand. I further confirm that there is no reason why I am not able to conform to their contents.

- I have received the Home Office letter, RE **asylum Support under Section 95**
- Fire Evacuation Procedure,
- Medical requirements,
- Complaints process,
- Reporting of maintenance issues,
- Consent to share a room,
- Confidentiality, notifications and applications,
- Safeguarding behaviours,
- No smoking regulations,
- No alcohol regulations,
- No use of illegal drugs regulations,
- Disciplinary process,
- Time away from the Reception Centre (absconder),
- Meal times,
- Dietary requirements,
- Toiletries available
- Inventory and its care,
- Postal arrangements,
- Laundry times and access,
- Cleaning responsibilities,
- Fire door and window maintenance and legal requirements,
- Migrant Help location and services.

[insert full name or SU including PORT Reference or other unique identifying number]

OCCUPANCY AGREEMENT

THIS AGREEMENT IS MADE ON _____ (ARRIVAL DATE)

Between: Clearsprings (Management)Ltd whose trading and registered address is _____

AND

Consent to share a room

I, of my own choice and free will, confirm that I would be willing to undertake shared occupancy of a room. At the date of making this consent I confirm that to the best of my knowledge and belief I do not suffer from any form of notifiable disease nor have I knowingly been in contact with any person or persons suffering from any such notifiable disease.

[insert full name or SU including PORT Reference or other unique identifying number]

As witnessed by ClearSprings representative:

1.1 Terms

- 1.1.1 The occupancy of the Premises shall commence on the Arrival Date and shall continue until this Agreement shall be determined pursuant to the terms and conditions hereof. The occupancy may be determined by:
- a. The Authority altering the Service Commission with the effect that the SU moves to different premises.
 - b. The Authority cancelling the Service Commission of the SU with the Provider.
 - c. The Authority giving notice to the Provider to cancel the Service Commission following the Provider reporting to the Authority or the Authority being informed by other sources that the SU has been absent from the Premises for a period of more 24 hours without the prior notification and agreement of the Authority.
- 1.1.2 The Provider may terminate this Occupancy Agreement, where the SU is in persistent or substantial breach of this Occupancy Agreement and has failed to remedy such breach on being given reasonable notice requiring such remedy and in any event only with the express permission of the Authority.
- 1.1.3 Any notice required to be given by the Provider shall be in writing by an authorised officer or agent, and any notice to the SU, including a 'Notice to Vacate' the premises, shall be served in person by an authorised representative of the Provider.

1.2 Occupancy Fee

- 1.2.1 The SU shall not be required to pay any fee for the use of the premises.

1.3 Specification of the Premises Provided

- 1.3.1 The Provider warrants that the accommodation and the necessary inventory are provided in full and that all equipment is in good working order.

1.4 Provider's Undertaking:

- 1.4.1 To appoint a CRH Site Manager who will be the point of contact for all day-to-day matters and provide 24 hour contact details.
- 1.4.2 If the SU is unable to speak English, the Provider shall ensure that so far as is reasonable on line/telephone interpreters are available to communicate with SU, for formal meetings.
- 1.4.3 The Provider undertakes to be committed to provide a quality and non-discriminatory service to the SU whether that is directly by the Provider and its staff or through appointed agents.
- 1.4.4 The Provider undertakes to give authorisation for all normal repair work during standard office hours (which for the avoidance of doubt shall be deemed to be 9a.m. to 5p.m. Monday to Friday) and to have arrangements in place for the work to be undertaken without undue delay. All costs to be met by the owner of the Premises whether that is the Provider or an agent.
- 1.4.5 The Provider also undertakes that when repairs are reported outside the hours mentioned in clause 4.4 it, through its appointed staff, will give authorisation for all serious or emergency repair problems, whether that be in respect of a defect or security matter, to be addressed as soon as possible regardless of the time of day or day of the week when the problem is reported.
- 1.4.6 The Provider undertakes to put in place a Complaints Procedure which will ensure that a response is issued within 5 days of a complaint being received by the Manager on behalf of the Provider. Details of the current Complaints Procedure are provided in Schedule 2. Any amendments to the Complaints Procedure that may be issued from time to time will be advised to the SU in writing. Full details of the Complaints Procedure will also be found in the Premises with the Complaints log.
- 1.4.7 The Provider undertakes to ensure that at the commencement, and throughout the period of occupancy, the fabric of the Premises is in reasonable condition and to arrange at the expense of the Home Office, whether that be the Provider itself or an agent to undertake all maintenance work in accordance with sections 4.4 and 4.5 hereof.
- 1.4.8 The Provider undertakes to facilitate any change of bedspace that may be authorised by the Authority at no charge to the SU.

1.5 Service User Undertaking:

- 1.5.1 To sign the daily record sheet, provided by the Provider representing every day of the week that the Service User is resident in the Premises and to leave the sheet in the common areas of the Premises for inspection by the Provider, its staff or agents during their visits.
- 1.5.2 To look after and keep clean their bedspace, the communal areas they have access to and the fixtures and fittings as provided.
- 1.5.3 To use the Premises and the fixtures and fittings as supplied by the Provider in a reasonable and responsible manner and to give immediate notice to the Provider of any defects in the interior or exterior of the Premises or in the fixtures and fittings.

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- 1.5.4 Not to bring any furniture or electrical goods into the property. The Provider reserves the right to remove such items at any point for safety reasons. Excluding Mobile Phone and charger that is in a safe operational condition.
- 1.5.5 At the end of their occupancy, to leave their bedspace and the communal areas they have access to clear of all personal belongings, possessions, rubbish and other objects and in a habitable state and to leave all the Provider's fixtures and fittings originally supplied in the same condition as they were at the start of the occupancy, subject only to fair wear and tear. SUs may not under any circumstances take any item of furniture or any electrical devices that they have been issued from the site. Any possessions, rubbish and other objects left in the Premises will be treated as abandoned and the Provider has no responsibility to contact the SUs once they have left the Premises and may dispose of items appropriately.
- 1.5.6 SUs must allow full right of access to the Provider or an agent or employees thereof to undertake routine maintenance work at the expense of the Provider or an agent.
- 1.5.7 To maintain the Premises as a private dwelling and not to use the site or any part thereof for any business, trade or profession.
- 1.5.8 Not to keep at any time any animal or pet in the premises
- 1.5.9 Not to transfer, share or part with the right to occupy the premises.
- 1.5.10 Only to collect from the Premises any post addressed to the SU and not to interfere in any way with any post addressed to any other person.
- 1.5.11 Not to permit at any time the Premises to be used as either temporary or permanent accommodation for any party who is not specifically authorised by the Authority and the Provider to reside in the Premises. No guest are allowed on site at all, under any circumstances.
- 1.5.12 Not to keep at any time dangerous or offensive materials on or in the Premises. This includes knives, any bladed items, offensive material, pornographic material, alcohol in any format or any illegal drugs other than in date, personally prescribed medication that is legal in the UK. All items are safely disposed of or handed to the Police.
- 1.5.13 Not to have or to use or allow any other person to have or to use in the Premises any controlled drugs or to permit the Premises to be used for any such activity.
- 1.5.14 Not to alter, remove or change in any way the fences, hedges or boundary walls of the property.
- 1.5.15 Not to undertake any interior or exterior repairs, maintenance or any changes whatever to the site.
- 1.5.16 To permit the Provider, its agents, and staff and others authorised within the contract between the SU and the Authority to have access to the Premises at any time, without notice in those instances of emergency.
- 1.5.17 The SU undertakes to be responsible for the behaviour of any person whether temporary or otherwise using the Premises or whilst entering or leaving the site on the common parts of the site and for ensuring that they behave at all time in a reasonable manner; not causing a nuisance, annoyance or disturbance; or any harassment what so ever, to other occupants or otherwise, the Provider or members of their household or employees of the Provider. For the avoidance of doubt, harassment shall include but not be limited to:
 - a. Violence or threat of violence toward any person
 - b. Abuse or insulting words or behaviour
 - c. Damage or threats of damage to property belonging to another party including damage to any part of a person's
 - d. Writing threatening, abusive or insulting graffiti
 - e. Any act or omission calculated to interfere with the peace or comfort of any other person or to inconvenience such person.
- 1.5.18 **The SU will be responsible for correctly disposing of their litter, both on and off-site. SUs are to be aware that littering is a criminal offence and if found to be Littering by an officer of the local council/environmental protection officer they will get a 'fixed penalty notice', a fine of up to £150.**

1.6 Harassment

- 1.6.1 The Provider does not tolerate harassment, bullying or any other threatening behaviour for racial, sexual, or any other reasons. Any incident of harassment, by the Service User or the other parties that the Service User is responsible for in accordance with this Occupancy Agreement or the contract with the Authority, may at the sole and absolute discretion of the Provider be considered as gross misconduct (see Section 3).
- 1.6.2 All incidents of harassment directed at the SU or any party that he/she is responsible for should be advised immediately to the Provider and their staff or through appointed agents who will contact as soon as possible his/her superiors with a view to the Provider liaising on his/her behalf with the Police or other appropriate agencies to try to ensure that incidents are diminished or eradicated.
- 1.6.3 Where a SU wishes to raise a complaint of harassment against the Provider, the SU should submit his/her complaint in writing to the Provider, making an appropriate entry in the Complaints Log (held in the Site Office). The Provider

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in writing to the Provider, making an appropriate entry in the Complaints Log (held in the Site Office). The Provider undertakes to formally acknowledge receipt of the complaint as soon as reasonably practicable and to forward it immediately to the Authority.

- 1.6.4 The SU is permitted to be advised and/or accompanied by a person of his/her choice in discussions and/or meetings with the Provider.
- 1.6.5 The Provider does not tolerate harassment, bullying or any other threatening behaviour for racial, sexual, or any other reasons.

1.7 Disciplinary Procedures - Breaches in the Covenants in this Agreement

- 1.7.1 The SU acknowledges that breaches of the terms of this Occupancy Agreement may lead to disciplinary action, in accordance with the Provider's current Disciplinary Procedures as laid out in Schedule 3, which may result in a recommendation being submitted to the Authority for the immediate termination of this Occupancy Agreement.
- 1.7.2 No SU may bring any form of weapons onto the site at any time. Failure to comply with this rule may result in disciplinary processes being applied.
- 1.7.3 No SU may offer any form of physical or sexual violence (or any form of unwanted sexual advance) towards any other occupant of the site, nor to staff. Failure to comply with this rule may result in disciplinary processes being applied, and the police are likely to be called to investigate accusations, suggestions that such an offence has been applied.
- 1.7.4 No SU is allowed to smoke or vape in any of the accommodation blocks on site, this also includes the use of a shisha. Failure to comply with this rule may result in disciplinary processes being applied.
- 1.7.5 No SU may bring any form of alcohol onto the site at any time. Failure to comply with this rule may result in disciplinary processes being applied.

1.8 Termination of the Occupancy Agreement

- 1.8.1 The Service User acknowledges that the Provider may, pursuant to Schedule 3, apply to the Authority for the termination of the Service Commission through which the Provider is providing this site.
- 1.8.2 The Service User hereby acknowledges that upon receipt of notification of a Home Office mandated move they will vacate, by the stipulated time, the Premises in accordance with the instructions received either directly from the Authority or issued through the Provider, on behalf of the Authority.

1.9 Confidentiality, notifications and applications

- 1.9.1 The Provider is bound by contract to provide information concerning the SU in the following circumstances:
 - 1 The SU moving out of or into the premises;
 - 2 Serious injury or accident involving the SU;
 - 3 Dispute with local neighbours or agencies;
 - 4 Serious illness suffered by the SU (including notifiable diseases);
 - 5 Violent or aggressive incidents involving the SU;
 - 6 Any arrests or enforcement notices concerning the SU;
 - 7 Any allegation made by or about the SU concerning sexual or physical abuse, neglect, harassment or exploitation;
 - 8 Reported theft or loss of the SU's belongings;
 - 9 Any event, incident or occurrence which is likely to have a negative effect on the reputation of the Authority or the Provider;
 - 10 Significant dispute between the SU and the Provider, Agents or Staff;
 - 11 Any reasonable suspicions that the SU may be obtaining support from the Authority by fraudulent means;
 - 12 Any serious event, incident or occurrence concerning the SU and/or the Premises;
 - 13 Absences from the Premises;
 - 14 Any reasonable suspicions that the SU is engaged in criminal activity;
 - 15 Any reasonable suspicions that the SU may be living beyond his/her means;
 - 16 Any reasonable suspicions that the SU may be working for payment without the permission of the Authority;

LIST OF SCHEDULES:

- 1 Contact Arrangements during and out of office hours
- 2 Complaints Procedure
- 3 Disciplinary Procedures

SCHEDULE 1 - CONTACT ARRANGEMENT FOR CLEARSPRINGS (MANAGEMENT) LIMITED

The postal address for the Provider is: **Each Service User should quote his/her reference number issued by the Authority:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- a) on the outside of all envelopes sent to the Provider
- b) in the heading of all letters sent to the Provider

RIGHT OF ACCESS

The Manager to explain to the Service User(s) and to ensure that he/she/they understand that:

Clearsprings Ready Homes Ltd, its agents and staff need and have a legal right to enter the Accommodation Unit provided to the Service User at any time, subject to reasonable notice, in accordance with the Occupancy Agreement and contract between the Service User and the Authority.

SCHEDULE 2 COMPLAINTS PROCEDURE

If you wish to make a complaint regarding your accommodation or services provided by Clearsprings Ready Homes please contact Migrant Help. You can call their asylum helpline - [REDACTED] which is a free, and open 24/7/365. You can also report a complaint on their website www.migranthelpuk.org by completing a complaint form.

Right of Appeal

If the complainant is not satisfied with the outcome of their complaint they can appeal in writing to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SCHEDULE 3 DISCIPLINARY PROCEDURE

3.1 General

- 3.1.1 This procedure details such actions as may be taken for breach of the terms and conditions of the ClearSprings (Management) Ltd (hereafter referred to as the Provider) Occupancy Agreement and it applies to all Service Users who should familiarise themselves with its provisions. In every instance where this process may be invoked the Provider will establish the facts relating to the complaint and will take into account the statements of any available
- 3.1.2 If the Provider considers the matter in question is of a minor nature, then it will be discussed in private with the Service User and a **verbal warning may be issued immediately and recorded on the relevant incident report record outside of the formal warning procedure detailed below** (section 3).
- 3.1.3 If the Provider considers it necessary, the Service User is advised that the Disciplinary Procedure will apply and the Formal Warning Procedure (section 3 below) will be followed. Service Users may be accompanied by an appropriate Interpreter and a representative of their own choice if the Disciplinary Procedure is invoked.

3.2 Examples of Misconduct

3.2.1 Instances of General Misconduct shall include, but are not limited to:

- a) Repeated refusal to carry out a legitimate request, or causing accidental damage to the premises
 - b) Unreasonable behaviour towards the Provider (or agents), Service Users or members of the public.
- NB: These issues are likely to be dealt with outside of this procedure with a verbal warning.

3.2.2 Instances of Gross Misconduct shall include, but are not limited to:

- a. Assault
- b. Theft from Premises of Provider's goods or other goods which may result in a criminal prosecution;
- c. Malicious damage to Premises, including vandalism and arson;
- d. An offence resulting in a judgement evidencing contravention of the laws of the United Kingdom;
- e. Fraud;
- f. Absence from the Premises for prolonged periods;
- g. Arrests or enforcement notices;

h. Using the site or any part thereof other than for the purposes intended.

NB: For Gross Misconduct, or if the Disciplinary Process has been exhausted, the Provider reserves the right to request the Authority for immediate termination of this Occupancy Agreement.

3.3 Formal Warning Procedure

3.3.1 In the event of Gross Misconduct, or repetition of earlier minor offences, the SU will be given a minimum of 24 hours notice of a meeting with the Provider's Duty Manager or other senior member of the Provider's staff, and advised of the right to have an interpreter and a representative present as per clause 1.2 above. At the meeting the Service User will be informed of the allegations made and will be given an opportunity to state their case.

3.3.2 If the complaint is upheld, the SU will be informed of the disciplinary action to be taken, their right of appeal and the precise nature of the appeal process (see section 4 below). The SU will be issued with a Written Warning in the form of a letter detailing the precise nature of the offence, the consequences of further offences and specify improvements required and over what period. Copies of this letter will be placed on file, given to the SU and recorded on the relevant Incident Report. Written warnings remain valid for 12 months, unless stated otherwise in the letter.

3.4 The Right of Appeal

3.4.1 If unhappy with a result of this process a Service User may appeal to the Provider within 1 week.

3.4.2 The clause below must be added at the end of written warnings issued under this process:

'Right of Appeal'

In accordance with the Disciplinary Procedures covering Breaches in the Covenants of this Occupancy Agreement as signed & dated, all appeals following this matter should be submitted in writing, within seven days of receipt of this letter, to:

[Redacted text block]

Rev date: 16/01/2013