



OTTERY FEOFFEE CHARITY

Name
Address

Date

Dear

Re

Further to your application for a flat I am writing, on behalf of the Trustees, to say that the above flat is vacant, and it has been agreed by the Trustees that this should be offered to you.

It must be noted the residents occupy an almshouse under licence in accordance with Charity Law and as a 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.

This appointment is personal to you. No other person is allowed to live at the dwelling unless they have formally applied to the Charity and been granted beneficiary status in their own right and you have been jointly allocated the same dwelling.

A Weekly Maintenance and Heating Contribution of £XXXXXX is payable in arrears towards the upkeep and heating of the dwelling, and this figure may be increased upon one month's notice.

It is a condition of occupancy that the full amount of Weekly Maintenance Contribution is paid in accordance with your agreement with the Charity. The Charity would like you to set up a standing order for the payment of the Maintenance and Heating Contribution. You may choose to pay this on a four weekly basis paying XXXX or calendar monthly XXXXXX.

Please make payments to:

Account Name: Ottery Feoffee Charity
Account Number: 34339460
Sort Code: 30-99-50

The following regulations for the Residents are to ensure the smooth running of the flats:

1. The Trustees undertake to carry out all repairs, including external decoration. Residents are not allowed to make any structural alteration to the dwellings, nor to alter the plumbing or electrical installations without prior consent of the Trustees. There are no restrictions on the internal decorations of the flat

Tina Collins, Clerk to The Trustees
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2. The costs of background heating, which is provided by storage heaters, and providing the hot water are met by the Charity. You will find that the storage heaters and immersion heater are fixed on the off-peak system and that these are automatically turned on during the night.
3. You are responsible for any other electricity charges in respect of lighting, cooking and additional heating. Please take a meter reading on day one of your residency and advise your preferred supplier of the date of commencement of your occupation and arrange for future electricity accounts to be sent to you.
4. In addition you will be responsible for payment of council tax charged on the flat by East Devon District Council as soon as you take up occupation. However, if you were eligible for council tax benefits you will also continue to be able to claim these from the council.
5. The use of paraffin oil and portable gas heaters is **strictly prohibited**. You are to consult the Clerk before you use any additional heaters.
6. Residents should permit reasonable access for inspection of their flats and for repairs to be carried out.
7. Residents should not vacate their dwellings for more than a total of twenty-eight days in any one year without the prior consent of the Trustees and should inform the Trustees if they will be away for more than a week at a time. The Warden should be advised if you are away overnight.
8. The name and address of the next of kin should be supplied to the Clerk, together with information as to whether a Will has been made, and if so, where it is deposited.
9. Residents are asked to occupy the property quietly and with thought for other residents and/or neighbours.
10. The Trustees may take such steps as they think proper in the administration of the Charity and for the Residents' welfare, and any alteration of the rules will be notified in writing to each Resident.
11. Residents may expect to continue in occupation for as long as they need the accommodation and can look after themselves. If health deteriorates, they must be willing to accept advice and guidance from time to time, either from their own doctor, or other medical consultant.
12. Visitors are not permitted to stay in the dwelling, except with the consent of the Trustees.
13. The Trustees reserve the right to ask a Resident or Residents to vacate the dwelling and move, either temporarily or permanently.
14. The Resident's attention is drawn to the Complaints Procedure set out in the Residents Handbook.

15. The Trustees retain the power to set aside a Resident's appointment for good cause, eg in the case of serious misconduct, or if there is a breach of the regulations, or if he or she is no longer a qualified beneficiary or is a risk to other residents. Failure to make timely payments of Weekly Maintenance and Heating Contributions (WMC) will be regarded as a breach of the Charity's regulations.
16. Should the Trustees resolve to set aside an appointment, as described in clause 16, not less than one calendar month's notice in writing to set aside the appointment will be given by the Trustees to the Resident(s).
17. Should a Resident wish to leave his/her dwelling to live elsewhere, not less than one calendar month's notice in writing must be given to the Trustees. Weekly Maintenance Contributions remain payable until the date when the building is vacated. All items belonging to the resident should be removed by him or her forthwith.
18. When you vacate the flat, you should arrange to obtain a final meter reading and settle any final bills.
19. If a Resident is below retirement age, the appointment will be reviewed regularly (at an interval of 5 years).
20. Should the Resident(s) economic circumstances substantially improve, he/she/they may be required to move to other accommodation.
21. Should you wish to have your own television in the premises you will be responsible for obtaining your own TV licence.
22. Neither the dwelling nor its garden may be used as a place of business, either from where to conduct business, or to store items connected with running a business.
23. It is a condition of occupancy that a new Resident should sign a copy of the Letter of Appointment signifying their willingness to abide by the above rules, before taking up occupation. A second copy is enclosed for the Resident's retention.
24. Residents should keep their almshouse clean and tidy and avoid storage of excess or unnecessary items. Hoarding of excess goods in extreme cases may be grounds for setting aside an appointment. All defects which become apparent in the property should be reported to the Clerk.
25. Permission must be sought regarding pets and the the Charity's Policy be adhered to.
26. Smoking is prohibited in all flats and common areas, including the entrance hall and corridors.
27. Residents are prohibited from spreading misleading or malicious information about the Charity, its trustees, staff or other residents through traditional or social media channels. Where a resident has concerns about the Charity, its trustees, staff or other residents these should be addressed through formal channels set out in the Residents handbook.
28. There may be circumstances, for example during extensive refurbishments, when the Charity will need to ask resident(s) to vacate the dwelling and move, either temporarily or permanently, to another dwelling. The Charity reserves the right to do so after full consultation with the resident.

- 29 In the unlikely event that any possessions, chattels or goods are, without the written agreement of the Charity, left abandoned by the resident in the almshouse after the resident has vacated, the Charity will take reasonable care of them for a period of up to 3 months. After this period the resident agrees by signing of the Letter of Appointment, that the Charity may sell them and, out of the proceeds, pay any outstanding amounts owing to the Charity, including outstanding weekly maintenance contributions and any other expenses including disposal and removal costs.
- 30 Residents may apply to trustees to keep a mobility scooted at the Charity's premises. All such vehicles are kept by the residents entirely and solely at the residents risk and must comply with the Health and Safety Policy and Mobility Scooter Policy. Proof of Insurance should be provided to the trustees.
- 31 It is a condition of occupancy that residents must be able to live independently as per the Independent Living Policy.

The Letter of Appointment will be reviewed periodically and may be amended by the Charity.

I enclose a duplicate copy of this letter for you to sign and return by way of acceptance.

Yours sincerely

TINA COLLINS
CLERK TO THE TRUSTEES