**Letter of Appointment**

**Almshouse Association Template**

*Notes (which do not form part of the template):*

*This Letter of Appointment is generic and should always be tailored to be appropriate for your charity and the nature of your almshouse.*

*The provisions of this Letter of Appointment should be consistent with your Residents’ Handbook and also the terms for occupancy of residents as set out in your Governing Document (for example in relation to the basis on which the appointment can be set aside, the ability to have overnight guests etc.).*

*You may wish to include additional specific terms of occupancy that are relevant to your almshouse (for example in relation to use of communal gardens, security and access arrangements, controls over particular fittings etc.).*

*If you are a registered provider of social housing it will be necessary to consult with the residents over any changes to the Letter of Appointment.*

*If you have a sole corporate trustee then the references to “trustees” throughout need to be changed to “trustee” and it is sensible to explain the identity of the corporate trustee in the introduction.*

[*Headed Notepaper of the Charity*]

[*Name*]

[*Address*]

[*Date*]

Dear [*Name*]

**Letter of Appointment**

[*Name of Charity*] (registered charity number [*number*]) (the **Charity**) is governed by [*details of the full governing document or documents of the Charity*] (the **Governing Document**). [{Note: Include for unincorporated charities.} In this document references to the Charity mean the board of trustees acting on behalf of the Charity.]

I am pleased to advise you that the trustees of the Charity have considered your application for accommodation and have decided to appoint you as a beneficiary (i.e., a resident) of the Charity. The appointment is made in accordance with the terms of the Governing Document and is subject to you confirming your agreement with the terms set out in this Letter of Appointment by signing and returning to the Charity the enclosed copy of this letter.

You have been allocated [*address of accommodation*].

You have advised the Charity that you intended to take up occupation with effect from [*date*].

[There is no right to an allocated parking space with the accommodation.]

The weekly maintenance contribution (further details of which can be found in section 3 below) will be £[*amount*] per week (£[*amount*] per month).

1. **Information relied upon by the Charity:**
	1. In making this appointment the Charity has relied upon the information you supplied the Charity to support your application for accommodation [and the references you provided].
	2. If you believe that any of the information provided was incorrect or has changed, you should inform the Charity as soon as possible.
2. **Your appointment as a resident:**
	1. You should note that this Letter of Appointment does not grant you a tenancy or any legal interest or right of occupation in the accommodation. As a resident you will occupy the accommodation under licence in accordance with the provisions of charity law and as a beneficiary of the Charity. Neither you nor any relation or guest of yours will be a tenant of the Charity or have any legal interest in the accommodation that you occupy. If you are uncertain about what this means then you are advised to take independent legal advice.
	2. This appointment is personal to you. No other person is allowed to live at the accommodation unless they have formally applied to the Charity and have been appointed as a beneficiary in their own right and you have been jointly allocated the same accommodation.
	3. The Charity may set aside your appointment at any time, in accordance with the provisions set out in section 8 of this Letter of Appointment.
	4. It is your responsibility to notify the Charity if your circumstances change. In particular, you must let the Charity know if there is a change in your [financial] circumstances that means you no longer qualify as a beneficiary of the Charity. The Charity reserves the right to ask for further information from time to time to confirm that you continue to qualify as a beneficiary of the Charity.
3. **Weekly Maintenance Contribution:**
	1. A weekly maintenance contribution (**WMC**) of £[*amount*] per week is payable [weekly]/ [four weekly]/[monthly] [(£[*amount*] per [four-week period]/[month])] in advance towards the upkeep of your accommodation. [This breaks down, per week, as follows:

Accommodation £[*amount*]

Communal Services £[*amount*]

Service Charges (ineligible for housing benefit) £[*amount*]]

* 1. If you are entitled to Housing Benefit/Local Housing Allowance then you should make an application to [*Name of Council*] as soon as possible. If you have any difficulty in claiming then please speak to [the Clerk] / [*Name*] and they will discuss how the Charity may be able to assist with your claim.
	2. The WMC includes [*detail any communal services included*].
	3. You will be responsible for payment of [all utility bills] / [*detail which utilities are paid for separately*] and council tax relating to your accommodation. The Charity will read the utility meters prior to you moving in and provide you with the readings for your records. The current utility suppliers are [*details*]. If you decide to use an alternative utility supplier, please can you provide the Charity with details in case of emergency. You are responsible for registering with [*Name of Council*] for the payment of council tax.
	4. It is a condition of occupancy that the WMC should be paid by standing order to the Charity and that this is paid in full regardless of the communal services or support elements provided by the Charity that you may use. Please set up a standing order with your bank, with the payment being made on the [1st] day of each month.
	5. The WMC will be payable from the commencement of the week during which you move into your accommodation. If your occupancy commences during the middle of a month, you will be notified of the WMC to be paid to the end of the first month which should be paid separately to the standing charge arrangement.
	6. The WMC [, communal service charges and service charges] will be reviewed on a regular basis and the Charity reserves the right to increase the charges at any time upon one month’s written notice.
1. **Your welfare, safety and support:**
	1. In the event that your health deteriorates you must be prepared to accept advice and guidance, either from your own doctor or a medical consultant appointed by the Charity. Where appropriate, the Charity will consult with any next of kin that have been notified to the Charity, social services and any other statutory agencies that may be relevant. If you are assessed as no longer being able to live independently in the accommodation, the Charity may set aside your appointment.
	2. In order that the Charity can contact your doctor and/or next of kin in the event of any emergency, please can you complete and return to [the Clerk] / [*Name*] prior to moving in:
		1. the Next of Kin information Form; and
		2. the GP Authorisation Form.

{Note: Templates of these forms can be downloaded from the Association’s website.}

* 1. The Charity would recommend that you consider making a Will and advising the Charity where it is deposited. The Charity would also recommend that you consider appointing an individual you trust to be able to make decisions on your behalf under a Lasting Power of Attorney and that you provide the Charity with a certified copy to ensure that it is followed in appropriate circumstances.
1. **Conditions of Occupancy:**
	1. You may expect to continue to live in the accommodation for so long as you need the accommodation, provided you are able to live independently, you continue to qualify as a beneficiary and your appointment has not been set aside.
	2. By accepting this Letter of Appointment, you agree to comply with the policies and procedures set out in the Residents’ Handbook, a copy of which will be provided to you upon moving in, as if they were set out in this letter. The Charity reserves the right [after consultation with the residents] to amend the Residents’ Handbook from time to time, and you will be notified in writing of any changes. If the terms of this Letter of Appointment are inconsistent with the terms of the Residents’ Handbook, the terms of this letter of Appointment will take precedence. {Note: The Charity may wish to refer expressly to other key policies, to the extent these are not dealt with in the Residents’ Handbook.}
	3. The conditions of occupancy set out below are to ensure the smooth running of the Charity’s almshouses.
		1. You are required to occupy your accommodation quietly and with thought for other residents and/or neighbours.
		2. No radio, TV or music system should be operated in such a manner as to cause a disturbance, nor shall anything be done in, upon or about your accommodation which shall be a nuisance, annoyance or disturbance to the occupants of other almshouses, members of staff, or to the general public.
		3. The Charity provides insurance for the almshouse buildings, but you should make your own arrangements for contents insurance. The Charity does not accept any responsibility for your contents.
		4. The Charity undertakes to carry out all necessary repairs, including internal and external decoration. You are not allowed to make any structural alteration to the accommodation, nor alter the plumbing or electrical installation. No pictures, shelves, cupboards, locks or fittings shall be fixed or removed, nor shall any alteration be made to any room or its fittings without the prior consent of [the Clerk] / [*Name*].
		5. [The appliances in the accommodation are the property of the Charity and should not be removed. The Charity will be responsible for the repair and replacement of these items and any issues should be reported to [the Clerk] / [the *Name*].]
		6. [The Charity will, at our expense, arrange for portable appliance testing of your personal electrical items and appliances to be carried out on a regular basis by a qualified electrician. If any item fails the testing, you will be responsible for its repair or replacement.]
		7. You should keep your accommodation 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. If your accommodation becomes unhygienic the Charity reserves the right to have the accommodation cleaned and to charge you for the cleaning.
		8. All defects which become apparent in your accommodation should be reported to [the Clerk] / [*Name*].
		9. The use of paraffin oil, portable gas heaters, indoor barbeques and candles is strictly prohibited. [the Clerk] / [*Name*] should be consulted if additional heating is required.
		10. You are not permitted to be away from your accommodation, with the exception of hospitalisation, for more than [*28 consecutive days*] in any year without the prior consent of the Charity. You should inform the [the Clerk] / [*Name*] if you plan to be absent overnight, in order that all residents can be accounted for in case of emergency.
		11. Visitors are not permitted to stay in your accommodation overnight, except with the prior consent of the trustees. {Note: If the Charity has guest accommodation, include details of this can be booked.}
		12. You may not keep any pets in your accommodation on a permanent or even a temporary basis.
		13. Smoking is prohibited [in your accommodation and] in all common areas, including the entrance hall, corridors and common rooms. [Residents must comply with the charity’s policy on smoking set out in the Residents’ Handbook.]
		14. You must not spread misleading or malicious information about the Charity, its trustees, staff or other residents through traditional or social media channels. Where you have concerns about the Charity, the trustees, staff or other residents, these should be addressed as set out in the Residents’ Handbook (e.g., the Complaint Policy).
		15. The Charity reserves the right to move you, either temporarily or permanently to alternative accommodation belonging to the Charity.
		16. If you use a mobility scooter then this must not be stored within your accommodation. [If you wish to keep a mobility scoter in the communal area at the Charity’s premises you should seek permission from [the Clerk] / [*Name*] in advance. Any mobility scooters kept on the Charity’s premises are kept there entirely and solely at your own risk and must comply with the Health and Safety requirements set out in the Residents’ Handbook. In addition, proof of insurance must be provided to the trustees upon request.]
		17. It is a condition of occupancy that upon reaching pensionable age, a suitable alarm monitoring system is installed.
		18. Whilst at all times the Charity will respect the privacy of our residents, the accommodation remains the property of the Charity and it is a condition of occupancy that you allow staff or contractors appointed by the Charity access to your accommodation at reasonable times (by prior appointment):
			1. to undertake emergency repairs, general maintenance or decorative work to the accommodation or any adjacent or neighbouring accommodation;
			2. to examine the condition of the accommodation and ensure that it is being kept clean and tidy and in good condition; and
			3. to carry out health and safety checks and pre-planned maintenance.
		19. [*Include details of any other bespoke arrangements.*]
2. **Setting Aside Your Appointment:**

The Charity reserves the right to set aside your appointment:

* 1. Upon 4 weeks’ notice, if you are in breach of any the terms of this Letter of Appointment or the Residents’ Handbook including, but not limited to, the requirement to pay WMC.
	2. Immediately:
		1. [*Detail the grounds for termination as set out in the Charity’s Governing Document.*]
		2. If your [financial] circumstances change and you no longer qualify as a beneficiary of the Charity.
		3. If the Charity assess that you are no longer able to live independently in your own accommodation.
1. **Deciding to leave the accommodation:**

You may decide to leave the accommodation by giving at least 4 weeks’ notice in writing to the Charity.

1. **Termination**
	1. If the appointment is set aside or terminated for whatever reason, either by you or the Charity, then:
		1. You are responsible for removing all personal items and contents from the accommodation at the point of vacating the accommodation.
		2. You must ensure that the accommodation is left in a clean and reasonable condition prior to moving out.
		3. WMC and all utility bills must be paid by you in full up to the date on which the appointment terminates and, if you leave prior to this date, must be paid up to the end of the notice period.
		4. You must return your keys to [the Clerk] / [Name] and you remain responsible for paying the WMC and all utility bills for any period after the date of termination until the accommodation is completely empty of your personal items and contents and the key have been returned.
	2. Unless agreed to the contrary in writing with the Charity, you agree that any possessions, chattels or goods which may remain in the accommodation after the date of termination may be disposed of by the Charity. The sale proceeds, if any, received by the Charity for such items, after payment of any outstanding WMC or other liabilities and other expenses (including disposal and/or removal costs) shall be treated as a donation to the Charity.
2. **Notices:**
	1. Any notice to be served on the Charity should be sent to [the Clerk] / [*Name*] at [*address*].
	2. Any notice that the Charity is required to serve on you in accordance with the terms of this Letter of Appointment may be served by leaving the notice at your accommodation.
3. **Acceptance of the terms of this Letter of Appointment:**
	1. It is a requirement that you read and sign the enclosed copy of this Letter of Appointment to confirm your agreement to the terms set out above before rules, before taking up occupation and that you have read and are happy to comply with the rules as laid down in this letter and in the Residents’ Handbook.
	2. If you have any queries about the terms set out in this Letter of Appointment you should discuss these with [the Clerk] / [Name] before signing the copy and taking up occupation.
	3. You should keep a copy of this letter in a safe place and refer to it as and when necessary.
4. **Amendments:**
	1. The Charity reserves the right to amend the terms of this Letter of Appointment and/or the Residents’ Handbook at any time [after consultation with the residents] when the trustees consider this to be in the best interests of the Charity or the welfare of our residents.
	2. You will be notified in writing from time to time of any alterations that have been made.
5. **Data Protection:**

By entering into this Letter of Appointment you are giving your consent to the Charity to store your contact details and information and process such information in accordance with the Charity’s data protection policy (a copy of which is available upon request).

On behalf of the trustees, we hope that you will enjoy being a resident at our almshouse and becoming a member of our community.

Yours sincerely

[*Name*]

Trustee

For and on behalf of the Charity

By signing this copy of the Letter of Appointment I confirm that I have read, understood and agree to the terms as set out in this Letter of Appointment:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_