

Tenancy Agreement

Resident Site Manager

This document is an agreement between the Governing Body of and (tenant).

1. TENANT RESPONSIBILITIES

- 1.1. Your tenancy is dependent upon your employment as a Resident Site Services Manager. Your tenancy commences at the commencement of your employment. You are required to pay for services provided to the school house. These include gas and electricity.

As the property is not separately metered for water, the school will pay for water services.

The Board of Governors will also meet the responsibility for the payment of council tax for the school house as it is necessary for you to live in the accommodation to perform your duties properly.

The school will pay for buildings insurance but you are required to pay for contents insurance.

Sub-letting

- 1.2. You must not sub-let part or the whole of the school house

Rubbish

- 1.3. You must dispose of all rubbish in a safe and appropriate manner. Rubbish must be placed in a dustbin.

- 1.4. You must not store rubbish or accumulate rubbish in the school house.

Occupancy

- 1.5. You must not use your home for anything except a place for you and your family to live.

- 1.6. You must occupy the schoolhouse as part of your contract of employment as a Resident Site Manager.

Behaviour

- 1.7. You must not use the schoolhouse for illegal or immoral purposes.

- 1.8. You must not cause a nuisance, annoyance or disturbance to your neighbours or anyone else living in the locality of the schoolhouse.

- 1.9. You must not encourage or allow anyone living with you or any of your visitors to cause a nuisance, annoyance or disturbance to your neighbours or anyone else living in the locality of the schoolhouse.
- 1.10. You must not harass anybody in the locality or allow anyone living in the schoolhouse to harass anybody in the locality. Harassment includes harassment on grounds of age, disability, race, religion, sex or sexuality. Examples of the sort of behaviour which amounts to harassment are:
 - 1.10.1. violence or threats of violence
 - 1.10.2. verbal abuse or insults
 - 1.10.3. damage or threats of damage to someone else's home or belongings
 - 1.10.4. writing graffiti which is threatening, abusive or insulting
 - 1.10.5. acting in a way that you know will upset, disturb, or cause inconvenience to somebody else.
- 1.11. You must not cause damage to the schoolhouse or undertake any works to the property without the approval of the Head teacher and school governing body.
- 1.12. You must not use or threaten violence against or harass any other person who lives with you or who is visiting you.

Allowing people authorised by the school to come into the schoolhouse

- 1.13. You must let into the schoolhouse anybody authorised by the school so long as you are informed in advance when they will be coming and they are not coming at unreasonable times. In an emergency you must let people in even if you have not been informed in advance. Generally the people the school will authorise to visit the schoolhouse will be inspecting the premises general condition or carrying out maintenance or refurbishment works.

Decorating

- 1.14. You must keep the inside of the schoolhouse properly decorated. The cost of this work will be borne by you.

Garden

- 1.15. If the schoolhouse includes a garden you must keep the garden tidy. Any tools required to maintain the garden will need to be purchased by you.
- 1.16. If the garden includes any trees you must seek permission from the Headteacher before undertaking any work on them.
- 1.17. You must not store rubbish, furniture or any unsightly objects in the garden.

Telling the school about repairs

- 1.18. You must report to the school as soon as possible any repairs, which are needed to the schoolhouse if it is works that the school will have to pay for. If you do not report these repairs as quickly as you should and this makes the matter worse or more expensive to repair or causes other problems which the school then has to repair then the school will charge you the extra cost involved in the additional repair work.

Bottled gas and paraffin

- 1.19. You must not take into the schoolhouse anything that may explode or be a fire hazard.

Pests

- 1.20. You must keep the schoolhouse free from rats, mice and other pests.
- 1.21. You must report pest infestations at the schoolhouse to the school.

Pets

- 1.22. You may keep a cat or dog or any other animal in the schoolhouse provided you first get the Headteacher's permission. The Headteacher will not unreasonably refuse to give permission.
- 1.23. If you keep a cat or dog or any other animal in the schoolhouse, you must keep it under control and you must not allow it to foul the schoolhouse or the school grounds.

Car parking and repairs

- 1.24. You and any person living in the schoolhouse, even if they are only living there temporarily, must not keep motorcycles in the schoolhouse.
- 1.25. You and any person living in the school house, even if they are only living there temporarily must not keep untaxed vehicles in the garden or in parking spaces either within the school house garden or in the school car park.
- 1.26. You and any person living in the school house, even if they are only living there temporarily and any visitor to the school house, must not carry out major motor vehicle repairs or run any form of motor vehicle repair business either from the school house (including garage, garden or parking spaces).
- 1.27. You and any person living in the schoolhouse, even if they are only living there temporarily, must not keep unsightly or damaged motor vehicles or parts of motor vehicles in your garden or the school house/school parking spaces.

At the end of your tenancy

- 1.28. Your occupation of the schoolhouse is dependent upon your employment at the school. The schoolhouse must be vacated at the end of your employment as school Resident Site Manager. The onus is on you to re-house yourself at the end of your tenancy. No guarantee of re-housing can be provided.
- 1.29. You must remove all your property, including any rubbish, and leave the schoolhouse in a reasonable state and condition at the end of your tenancy.
- 1.30. The Headteacher or his/her delegate, which may be a Building Consultancy surveyor, will visit the schoolhouse to check that the schoolhouse is in reasonable condition prior to the end of the tenancy.
- 1.31. All service bills due to be paid by you must be paid up to the end of the tenancy. The school will require evidence that the bills have been paid.

2. REPAIRS

- 2.1. In accordance with Section 11 of the Landlord and Tenant Act 1985, the school has a number of repairing obligations, which are outlined in clauses 2.2 to 2.4.
- 2.2. The school must keep in repair the structure and exterior of the schoolhouse (including drains, gutters and external pipes).
- 2.3. The school must keep in repair and proper working order the pipes and other installations in the schoolhouse, which provide you with your water, gas and electricity, supplies. This includes basins, sinks, baths and lavatories but does not include other appliances, which make use of these supplies, for example electric or gas cookers, which are your responsibility.
- 2.4. The school must keep in repair and proper working order the heating and hot water systems in the schoolhouse.
- 2.5. The school will not pay for repair for any damage caused by:
 - 2.5.1. Anything you have done.
 - 2.5.2. Damage caused by anybody living with you or any of your visitors (including in both cases people under the age of 18).
 - 2.5.3. Any work which you or people for whom you are responsible have done, even if the school has agreed that you can do this work or get it done.
 - 2.5.4. Anything, which you or people for whom you are responsible have installed in the schoolhouse, even if the school has agreed that it, may be installed.

Making alterations and carrying out repairs

- 2.6. You may not make improvements, alterations and additions to the schoolhouse unless you first get the school's permission in writing. This includes satellite dishes. You must also get any other necessary approvals including planning permission and building regulation approval where required.

If you carry out an improvement, alteration or improvement to the schoolhouse without the school's approval, the school may request you to remove it and reinstate the schoolhouse to its previous condition. If you do not comply with the school request within a reasonable time, the school may remove the improvement, alteration or addition and reinstate the schoolhouse to its previous condition. If it does so, you will be liable for the school's reasonable costs for doing so.

Termination of tenancy agreement

- 2.7. Your tenancy of the schoolhouse terminates on the date your contract of employment as a Resident Site Manager terminates.

It is not the responsibility of either the Governing Body or the LDBS to find you alternative accommodation when your contract of employment ceases.

Improvement and alteration by the school

- 2.8. The school is entitled to improve or alter any part of the schoolhouse, which it has a responsibility to repair.

Signed (Resident)Date

Signed (Chair of Governors)Date