**ABOUT THIS DOCUMENT**

1. **This document provides a framework to parents and carers to aid them in securing safe and acceptable accommodation for their child(ren) when moving to Post-16 education on the mainland, where a school/college does NOT provide residential accommodation.**
2. **The Council of the Isles of Scilly has not approved , and can not approve any accommodation and makes no warranties or representation regarding the suitability, quality of provision, health and safety, facilities or condition of the accommodation provided**
3. **The Council of the Isles of Scilly is not responsible for arranging accommodation or transport to and from accommodation.**
4. **Parents and carers are responsible for securing accommodation for their child(ren).**
5. **All arrangements made are done so between parents/carers, students and the chosen landlord/accommodation providers. Parents/carers and their child(ren) are strongly advised to visit accommodation to ascertain its suitability before entering into any agreement.**
6. **Students and parents must hold an agreement with the landlord/accommodation provider to cover aspects including:**

* **Safeguarding**
* **Rent**
* **Deposits**
* **Right of Access**
* **Responsibility for Repairs**
* **Insurance**
* **Security**
* **Termination of the agreement**
* **Notice period for Termination**

1. **Decisions about the provision of grant funding, by the Council of the Isles of Scilly, to students, parents/carers, are conditional upon receipt of a signed agreement between parents/carers and the landlord/accommodation provider. Parents/carers may wish to use the model within this document, or a similar document of their choosing.**
2. **The specific Terms for the provision of accommodation are a matter for agreement between parents/carers and landlords/accommodation providers and must be documented within a signed agreement between the same.**
3. **The Council of the Isles of Scilly is not responsible for the actions of students.**
4. **Parents must return a copy of a signed agreement, using the form contained within this document, or one that is similar in Terms of content, to** [**Post16@scilly.gov.uk**](mailto:Post16@scilly.gov.uk) **as evidence to support the payment of the ESFA discretionary travel and accommodation grant.**

**MODEL AGREEMENT for the Academic Year (Insert Year)**

|  |  |
| --- | --- |
| **Academic Year Start** | **Academic Year end** |
| *Insert year* | *Insert Year* |

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** |  | **Address** |  |
|  | of |  | Accommodation Provider |
|  | of |  | Student |
|  | of |  | Parent/Carer |

**The agreement is for accommodation services offered at:**

|  |
| --- |
| Address of Accommodation –  Postcode |

**Agreement Dated**

|  |  |
| --- | --- |
| *Insert Day* |  |
| *Insert Month* |  |
| *Insert Year* |  |

**CONTACT DETAILS**

**Landlord/Accommodation Provider Contact Details**

|  |  |
| --- | --- |
| Insert names of family members at the household (*Add more rows if necessary)* | |
|  | Adult/Child  (*delete as appropriate)* |
|  | Adult/Child  (*delete as appropriate)* |
|  | Adult/Child  (*delete as appropriate)* |
|  | Adult/Child  (*delete as appropriate)* |
|  | Adult/Child  (*delete as appropriate)* |

**Contact Details for Accommodation**

|  |  |
| --- | --- |
| Main contact for landlord/accommodation provider is |  |
| Telephone Landline |  |
| Telephone Mobile |  |
| Email address |  |

**Contact Details for parent/carer**

|  |  |
| --- | --- |
| Main contact for parent/carer is |  |
| Telephone Landline |  |
| Telephone Mobile |  |
| Email address |  |

**Contact Details for Student**

|  |  |
| --- | --- |
| Name of Student |  |
| Telephone Landline (if appropriate) |  |
| Telephone Mobile |  |
| Email address |  |

1. **SAFEGUARDING**
2. The Landlord/Accommodation Provider agrees that in providing Accommodation Services, all adult members within the household of the property of the Landlord/Accommodation Provider will undergo a Disclosure and Barring Service (DBS) Check in accordance with Schedule 4 of this agreement.
3. **ACCOMMODATION FACILITIES AND AGREEMENT OF USE BY STUDENT**
4. In exchange for receiving the sums specified in Schedule 1 –(Payment), the Landlord/Accommodation Provider will provide accommodation services to the student residing at the property as specified below.
5. **BASIC ACCOMMODATION SERVICES**
6. The Landlord/Accommodation Provider will allow the student to reside at the Property between the following dates (herein referred to as the Term):

|  |  |
| --- | --- |
| **Start Date** | **End Date** |
|  |  |

1. The Student will be provided with sole and unrestricted access to a designated bedroom at the property, together with access to and the right to use the following communal areas and services: (delete and add as appropriate):
2. Lounge
3. Dining Room/Area
4. Kitchen
5. Bathroom


9. In providing the Basic Accommodation Services the Landlord/Accommodation Provider agrees that the following minimum standards will apply:
10. The property will be clean and in good decorative order throughout
11. Any bedroom in which the student is accommodated at the property will have:
    1. a clean bed
    2. a wardrobe
    3. drawer space
    4. a chair
    5. a desk for study
    6. reliable wifi access
12. In the event any bedroom does not contain a chair and desk for study, a separate room for undisturbed study should be made available for the student, at the property, with a desk and chair.
13. In the event the student is offered accommodation services on anything other than full board, the student will have access to and use of a kitchen containing a working:
    1. Cooker
    2. Refrigerator and freezer
    3. Sink
    4. Cupboard space
    5. Fire blanket/extinguisher
    6. Washing machine
    7. Vacuum cleaner
14. Any part of the property in which the student is accommodated or has access must have suitable appliances for space heating
15. The student will have access to suitable facilities for bathing, washing or showering, and to allow for all matters of personal hygiene
16. Any communal areas to which the student has access shall have easy chairs or a settee
17. All rooms within the property to which the student has access will have:
    1. Curtains
    2. Lights with appropriate shades
    3. Adequate power points
    4. Natural light
    5. Opening windows
    6. A means of escape in case of fire
18. The property will have operational smoke detectors and alarms and in such circumstances that portable heaters or wood burners/multifuel burners are used, carbon monoxide monitors and/or alarms.
19. Gas and electrical appliances should be in a safe condition and comply with the most recent and relevant legislation, including but not limited to the Gas Safety(Installation and Use) Regulations 1998.
20. **ADDITIONAL ACCOMMODATION SERVICES**
21. In addition to the Basic Accommodation Services specified above, the parties agree that the Landlord/Accommodation provider will provide the student with the Additional Accommodation Services, set out in Schedule 2. It is agreed that the cost of the Additional Accommodation Services provided under Schedule 2 will be charged in accordance with the costs set out withing Schedule 2 and that these sums may be in addition to these set out in Schedule 1 for Basic Accommodation Services.
22. **INSURANCE**
23. The Landlord/Accommodation Provider will maintain a comprehensive policy of building insurance in respect of the property during the period of this agreement.
24. The student and/or his/her parents/carers will hold an adequate policy of insurance in respect of any personal items belonging to the student, stored on or kept at the property throughout the Term of this agreement. In this regard the Landlord/Accommodation Provider accepts no responsibility for any loss or damage top personal items belonging to the student, save where such loss or damage arises as a result of any act or omission to act on behalf of the Landlord/Accommodation Provider.
25. **ACCESS**
26. Throughout the Term, the Landlord/Accommodation Provider will provide a key for the property to the student.
27. The student will keep the key to the property in his/her possession at all times throughout the Term and will not allow it into the possession of any third party. The key will be returned at the expiry of the Term. The student will be responsible for sourcing a replacement key in the event of any loss.
28. **HOUSE RULES**
29. The student will abide by the Rules of the Landlord/Accommodation Provider as set out in Schedule 3, in relation to use of facilities, expectations, safeguarding, hours and other matters set out therein.
30. The student must not do anything (or fail to do anything), that would cause the Landlord/Accommodation Provider to suffer any loss, damage, penalty, compensation, cost or charge.
31. The student must notify the Landlord/Accommodation Provider promptly of any defect or disrepair to the property caused as a result of action, or omission to act, by the student.
32. **MAINTENANCE**
33. The student shall not be responsible for maintaining the property, save that he/she must keep the property to which he/she has access in no worse condition and good working order than at the date of commencement of the Term as stated in this agreement. The student shall not be liable for any repairs caused as a result of the actions, or omission to act by the Landlord/Accommodation Provider.
34. **TERMINATION**
35. This agreement may be Terminated at any time by any of the parties providing (*Insert length of notice period )* weeks’ notice in writing.
36. In such an event, notice must be given in writing and sent to the addresses specified within this agreement.
37. In the event of Termination, for whatever reason, all financial obligations will Terminate with effect from the date upon which the student departs from the property, save, subject to any dispute between the parties, that all outstanding sums due under this agreement until the departure date are due to be paid.

**CONFIRMATION OF AGREEMENT BETWEEN:-**

|  |  |
| --- | --- |
| **LANDLORD/ACCOMMODATION PROVIDER** | |
| **PRINT NAME** |  |
| **SIGNATURE** |  |
| **DATE** |  |

|  |  |
| --- | --- |
| **STUDENT** | |
| **PRINT NAME** |  |
| **SIGNATURE** |  |
| **DATE** |  |

|  |  |
| --- | --- |
| **PARENT/CARER** | |
| **PRINT NAME** |  |
| **SIGNATURE** |  |
| **DATE** |  |

**SCHEDULE ONE – PAYMENT**

1. **WEEKLY COSTS**

|  |  |  |
| --- | --- | --- |
| 1. The Basic Accommodation Service will be charged at: |  | £ per week |
| 1. The cost of Additional Accommodation Services as set out in Schedule 2 will be charged at |  | £ per week |
| 1. The total cost for services under this agreement   (1 + 2 above) will be charged at: |  | £ per week |

1. **PAYMENT TERMS**
   1. The total cost per week, specified in Table 1 above are to be paid\* (*delete as appropriate*):-
      1. Termly\*
      2. Monthly\*
      3. Weekly\*
   2. The amount to be paid will be paid by\* (*delete as appropriate*):
      1. Cheque\*
      2. Cash\*
      3. BACS\*
   3. Payment to be made to (*Insert name of Payee and bank details where necessary*)

|  |
| --- |
|  |

1. **DEPOSIT**
   1. In addition to the charges specified above, a returnable deposit of (*Insert amount)*

|  |  |  |
| --- | --- | --- |
| **DEPOSIT AMOUNT** |  |  |

* 1. Any sums paid as a deposit will be held by the Landlord/Accommodation Provider and returned upon Termination of the agreement. It is further agreed that such sums are only to be retained by the Landlord/Accommodation Provider where there are any outstanding sums due under the Agreement at the expiry of the Term.

1. **HOLIDAY RETAINER**
   1. Where required, a holiday retainer fee (*eg a retainer of £15.00 per week for 6 weeks*)will be charged as specified below

|  |  |  |  |
| --- | --- | --- | --- |
| **RETAINER FEE REQUIRED\*** *(Delete as appropriate)* | **AMOUNT PER WEEK** | **NUMBER OF WEEEKS** | **TOTAL AMOUNT OF HOLIDAY RETAINER** |
| Yes/No | £ per week |  |  |

**SCHEDULE TWO – ADDITIONAL ACCOMMODATION SERVICES**

**1.** Additional Accommodation Services are provided by the Landlord/Accommodation Provider as follows as specified in the table below:

**2.** The student will live as a family member/an independent tenant\* (*delete as appropriate*)

**3.** The accommodation will be retained over holiday periods – Yes/No\* (*delete as appropriate)*

***In the table below, please provide details of any additional services provided. If a service is not provided please leave a blank. In the notes section please include any relevant information. If a service is provided at a charge, please specify its cost per week***

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | Included in Base Rate  **Tick if yes** | Additional to agreed base rate  (cost per week) |
| Meals (weekdays) |  |  |  |
|  | Full board (breakfast, lunch, evening meal) |  |  |
|  | Half board (breakfast and evening meal) |  |  |
|  | Bed and breakfast |  |  |
|  | Self catering |  |  |
| Meals (weekends) |  |  |  |
|  | Full board (breakfast, lunch, evening meal) |  |  |
|  | Half board (breakfast and evening meal) |  |  |
|  | Bed and breakfast |  |  |
|  | Self catering |  |  |
| NOTES |  |  |  |
| Laundry | Own use of machine and drying |  |  |
|  | Services Laundry |  |  |
|  | Bedding Towels |  |  |
| Communications | Television |  |  |
|  | Telephone |  |  |
|  | Internet/Broadband |  |  |
| NOTES |  |  |  |
| Travel | To and from College/Bus stop |  |  |
|  | Evening Events |  |  |
|  | Extra Curricular Events  End of Term/start of Term events |  |  |
| Other (please specify |  |  |  |
|  |  |  |  |
|  |  |  |  |

**SCHEDULE 3 -HOME RULES AND THE USE OF EQUIPMENT**

* 1. The student will have use of the following additional household facilities (e.g. satellite, TV, printer)
  2. Please add any additional items below:

|  |
| --- |
|  |

* 1. Hours to be kept

|  |  |  |  |
| --- | --- | --- | --- |
|  | Weekdays |  | Weekends |
| Hours to be kept |  |  |  |

* 1. Is assisted access to health care in the case of illness, injury or dental emergency provided?

|  |  |  |
| --- | --- | --- |
| Yes |  | No |

* 1. Is regular feedback to parents/carers provided?

|  |  |  |
| --- | --- | --- |
| Yes |  | No |

* 1. Is regular contact with the College/FE Establishment required?

|  |  |  |
| --- | --- | --- |
| Yes |  | No |

* 1. If Yes – please indicate frequency of contact required with college/FE provider.

|  |  |  |
| --- | --- | --- |
| Frequency of contact |  |  |

* 1. Please add below in the space provided any additional House Rules

|  |
| --- |
|  |

**SCHEDULE 4 - SAFEGUARDING, DISCLOSURE AND BARRING**

* 1. This section must be completed for all adults living in the accommodation provided. If you would like support with this process then guidance can be sought from [**Post16@scilly.gov.uk**](mailto:Post16@scilly.gov.uk)

**PLEASE COMPLETE THE TABLE BELOW FOR ALL ADULTS WHO ARE OCCUPANTS OF THE PROPERTY.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Has a current DBS from employment Insert DBS Number** | **Has a current DBS from another source**  **Insert DBS Number** | **Requested a DBS** | **Does not have a DBS** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. **CONTINGENCIES and EMERGENCIES**
   1. Who should be the first contact in case of an emergency?

(Parent or Landlord/Accommodation provider)

|  |
| --- |
| *Insert name and contact details* |

* 1. Who should be the first contact for the College and FE Provider if there is a concern? (Parent or Landlord/Accommodation provider) *e.g. if a student does not arrive for a lecture, should the first contact be Landlord/Accommodation Provider or Parent/Carer?*

|  |
| --- |
| *Insert name and contact details* |

**Please return a copy of a signed agreement, using the form contained within this document, or one that is similar in Terms of content, to** [**Post16@scilly.gov.uk**](mailto:Post16@scilly.gov.uk)