

Example of a Letter of Appointment

Letter of Appointment

Dear **NAME**

I am pleased to advise you that the Trustees of The Merchant Taylors' Boone's Charity (reg. no. 214262) ('the Charity') have decided to appoint you as a beneficiary (**RESIDENT'S NAME**) of the Charity under its governing document, accommodating you in a dwelling at

Number **FLAT NUMBER**

Christopher Boone's Court, Blessington Road, London, SE13 5FW, with effect

FROM midday on this date: **DATE**

TO midday on this date: **DATE**

inclusive.

A Weekly Maintenance Contribution ('WMC') is payable to the Charity in advance towards the upkeep of the dwelling. In fact for simplicity's sake **the amount of WMC payable is collected monthly in advance. Therefore the amount of WMC payable monthly in advance for your dwelling at Christopher Boone's Court is: £AMOUNT** per calendar month.

This figure may be increased upon one month's notice. It is a condition of occupancy that the WMC should be paid by Direct Debit to the Charity on the first day of each month. The WMC will be payable from the commencement of the week during which you take occupation.

The level of WMC payable is usually reviewed annually by the Trustees, but they reserve the right to review it more frequently if it is in the Charity's best interests.

You may be entitled to welfare benefits to help you pay this WMC (for example, Housing Benefit or Universal Credit). However, it is your responsibility to claim any welfare benefits to which you may be entitled.

If you are entitled to welfare benefits help, you should make an application now to Lewisham Local Authority (Housing Benefit) or the Department for Work and Pensions (Universal Credit). If you experience difficulties in claiming please let the Charity know. It is a condition of occupancy that the full amount of WMC is paid regardless of the services or support elements used by the resident and regardless of whether you are receiving any welfare benefits to which you are entitled.

You will be responsible for meeting the cost of your Council Tax and for notifying Lewisham Local Authority Council Tax team that you have moved into Christopher Boone's Court.

Cost of utilities and services

The type of utility or service determines whether you are liable to pay the 'supplier' directly, or whether the Charity hires and pays the 'supplier' but recovers the cost from the Charity's residents by way of the WMC. Some key examples are set out in the following table:

Utility/Service supplied?	"Supplier's" contract and billing relationship is with?	Who selects the "supplier?"	Does the Charity re-charge/recover the cost from residents as an element of WMC?
Central heating	The Charity	The Charity	Yes
Hot water	The Charity	The Charity	Yes
Water rates	The Charity	The Charity	Yes
Electricity	The individual resident	The individual resident	No – the contract is between you and the electricity provider, and you pay them directly

In addition to any conditions mentioned earlier in this Letter, the following regulations for residents are to ensure the smooth running of the almshouses and are all conditions of your occupancy:

1. Residents are not allowed to make any structural alteration to the dwellings, nor alter the plumbing or electrical installation. No 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 Charity.
2. The residents should permit reasonable access for inspection of their dwellings and for external repairs and decoration to be carried out (whether or not the resident is able to be present at the time). You accept that the Charity's staff or Trustees may also enter your dwelling in an emergency (eg, medical, plumbing-related), if there is an extended lack of response from you, or if the Trustees have reason to believe you are not complying with the terms of this Letter of Appointment. The Trustees reserve the right to force entry in any of these circumstances if it is not reasonably possible to obtain your prior permission to enter or you unreasonably withhold such permission. In the latter case you will be responsible for any costs of making good the damage incurred in forcing entry and the Charity will be entitled to collect them from you under your Direct Debit arrangement with the Charity.
3. Residents should keep their dwelling clean and tidy and avoid storage of excess or unnecessary items. All defects which become apparent in the property should be reported to the contact in the Residents' Handbook. The Charity reserves the right to require you to engage and retain a cleaner at your expense to clean your dwelling, weekly or at such other intervals as determined by the Charity, and for such period or indefinitely as determined by the Charity, if in the Trustees' opinion it is reasonably necessary.
4. Residents must maintain their personal hygiene to a reasonable standard. If the Charity's staff become aware that a resident's personal hygiene has deteriorated to an unacceptable level, the Trustees reserve the right to require you to engage and retain a personal helper to assist you with your hygiene, and at your expense if such help is not available for free, daily or at such other intervals as determined by the Charity, and for

such period or indefinitely as determined by the Charity, if in the Trustees' opinion it is reasonably necessary.

5. The dwellings have excellent heating and insulation systems, so it is not necessary for you to have any heating appliances. For the avoidance of doubt, any heating appliance with an open flame and/or powered by gas is strictly prohibited.
6. Residents should not be absent from their dwellings for more than twenty-eight days in aggregate in any one year without the prior consent of the Charity and should inform the Charity if they will be away for more than a week at a time. This condition exists to ensure that the almshouses are only used by people who really need accommodation.
7. The name and address of your next of kin (if any) should be supplied to the Charity, together with information as to whether a Will has been made and, if so, where it is deposited.
8. Residents are required to occupy the property quietly and with thought for other residents and/or neighbours. No radio, TV, computer or music or lighting system should be operated in such a manner as to cause a disturbance, nor shall anything be done in, upon or about the premises which shall be a nuisance, annoyance or disturbance to the occupants of other almshouses, adjoining property, or to the general public.
9. The Trustees may take such steps as they think proper in the administration of the Charity and for the residents' welfare, including issuing rules in the form of the Residents' Handbook. The rules in the Residents' Handbook as at the date of this letter, as amended by any subsequent alteration(s) communicated by the Charity to you in writing, are incorporated into this Letter of Appointment. If this Letter of Appointment and the Residents' Handbook (or any such amendments) contradict each other in any respect, the discrepancy is unintentional and the Letter of Appointment takes precedence.
10. Residents may expect to continue in occupation for as long as they need the accommodation providing they continue to qualify as a beneficiary and in the Trustees' reasonable opinion are able to look after themselves. If their health deteriorates they must be willing to accept advice and guidance, either from their own doctor or a medical consultant appointed by the Charity. The Charity will also consult with the next of kin, Social Services and other agencies if necessary.
11. If required by the Trustees, you must have your health and/or ability to live independently assessed by relevant professionals chosen by the Charity (non-exhaustive examples of which are doctors and occupational therapists). The Charity will pay for any such assessment under this clause and all reasonable travel expenses incurred in attending it. You must co-operate fully with the Charity and the relevant professionals in the arrangement of any such assessment, as to time, date, venue (which may include your dwelling) and all other aspects.
12. Certain types of pets can be kept with the prior written consent of the Charity. These are as stated in the Residents' Handbook.
13. You must not use or allow anyone else to use illegal substances or 'legal highs' in your dwelling or anywhere at the almshouses site.
14. You are under an ongoing obligation to declare 'unspent' criminal convictions to the Charity in writing. Thus if you acquire a conviction after becoming a resident, and it is 'unspent', you must declare it to the Charity in writing. If you are unsure whether a

conviction you have is 'unspent', you can check for free and in complete confidence with NACRO (the National Association for the Care and Rehabilitation of Offenders).

15. Visitors are only permitted to stay overnight in your dwelling in accordance with the Policy on Overnight Guests for the time being, except with the advance consent of the Charity to depart from the Policy in a case which the Charity considers exceptional. This condition exists to ensure that the almshouses are only used with the Charity's permission, and only by people who qualify as beneficiaries of the Charity.
16. This appointment is personal to you alone. Any partner of yours is not permitted to stay in your dwelling, unless they have formally applied to the Charity for and been granted beneficiary status in their own right and you have jointly been allocated the same dwelling. That dwelling might be different from the one you are living in at the time any such partner applies for beneficiary status.
- 17. 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. Residents occupy under a charity law licence purely as beneficiaries of an almshouse charity.¹**
18. The Trustees reserve the right to require resident(s) to vacate their dwelling and move, either temporarily or permanently, to another dwelling which is the leasehold or freehold property of the Charity.
19. The Trustees retain the power to set aside a resident's appointment – ie, require them to leave the Charity's accommodation permanently - where they reasonably believe it is necessary in order to fulfil their legal duties properly including their duties under charity law, and/or to prevent the risk of harm to any person. A non-exhaustive list of examples is set out in the Residents' Handbook.
20. 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. WMC remains payable until the notice period expires and the dwelling is vacated and cleared of furniture and possessions.
21. When the resident vacates the dwelling for whatever reason, all items belonging to the resident should be removed by him or her forthwith. WMC should be paid up to the departure date, as well as all utility bills. Should a resident ask to vacate the dwelling forthwith, WMC should be paid to the end of the notice period.
22. 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 dwelling after the resident has vacated, the Charity will take reasonable care of them for a period of up to 4 weeks. After this period the resident agrees by signing 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 storage, disposal and removal costs.

¹ *Watts v Stewart and others (Trustees of Ashted United Charity)* [2016] EWCA Civ 1247

23. You must notify the Charity in writing if your financial circumstances change. The Trustees reserve the right to review residents' financial circumstances from time to time, in order to enable them to comply with their legal duty to ensure that the almshouses are being used 'for the relief of poverty', as set out in the Charity's governing document.
24. You may use your dwelling for remote-working/hybrid-working from an office-based job to the extent permitted by your employer. Subject to that, any other type of working from home can only be done from your dwelling with the advance written permission of the Trustees and the Trustees reserve the right to revoke such permission without notice and at any time if such work in their opinion becomes or risks becoming disruptive to other residents or involves visitors or deliveries being made to the resident's dwelling, or in the Trustees' opinion might bring the Charity into disrepute. Finally, neither your dwelling nor Christopher Boone's Court may be advertised as a place of business, nor used as a place to store stock or any other items connected with running a business.
25. Residents may apply to the Trustees to keep a mobility scooter at the Charity's premises. All such vehicles are kept by the residents entirely and solely at the resident's risk. Proof of insurance should be provided to the Trustees.
26. In this document, 'the Trustees' means The Merchant Taylors' and Christopher Boone's Almshouses Charity (reg. no. 1138621), which is the corporate trustee of the Charity. The 'Residents' Handbook' means the Residents' Handbook issued to you on the occasion of your appointment made by your previous Letter of Appointment which commenced 11th May 2021 and as updated from time to time by the Trustees.
27. The Trustees reserve the right to require you to sign amended version(s) of this Letter as and when they deem it in the Charity's best interests.

Signed on behalf of the Charity: Date:.....

Print Name:.....

Beneficiary's Signature: By signing this Letter of Appointment I hereby agree to all of its terms and to all the rules in the Residents' Handbook incorporated into this letter.

Signature:

Print name (CAPITALS):

Date of signature: