## THE FREDERICK RAY TRUST

Rays Close, Bedford, MK42 0BE Registered Charity Number: 200204

Mrs M Newton Clerk to the Trustees 42 Gainsborough Rise Bedford MK41 7PR

Telephone: 07736 466965

Email: <a href="mailto:frederick.ray@outlook.com">frederick.ray@outlook.com</a>

## **Frederick Ray Trust- Terms and Conditions**

Terms and Conditions that will apply to an offer of an appointment of a beneficiary of the Frederick Ray Trust.

A weekly maintenance contribution of £108 per week is payable towards the upkeep of the dwelling, this figure may be increased upon one months' notice. The weekly maintenance contribution is payable monthly in advance at a rate of £468.00 per calendar month and Residents are requested to instruct their bank to make payment by Standing Order. WMC valid at April 2023.

It is a condition of occupancy that the full amount of Weekly Maintenance Contribution is paid whether or not any included services are used by the residents.

The Clerk to the Trustees is your first point of contact, if you have any maintenance or other issues that you would like to discuss please contact the Clerk, details below,

Mrs Mandy Newton 42 Gainsborough Rise Bedford MK41 7PR

Email: frederick.ray@outlook.com

Telephone: 07736 466965

The following regulations apply to all Residents and are to ensure the smooth running of the almshouses:

- 1. The Trustees undertake to carry out internal and external repairs to the properties and to maintain the grounds and communal areas. Residents are responsible for internal decoration of the dwellings, including floor and wall coverings and furnishings etc.
- 2. Residents are not permitted to make any structural alterations or alter the fixtures, fittings, plumbing or electrical installations without the prior written

consent of the Trustees. All approved works must be carried out by the Trusts retained tradesmen or other tradesmen as the Trust may employ from time to time. This is to ensure that quality and safety is maintained.

- 3. In some circumstances the Trustees may pay for the whole or part of the work they have approved, application for financial assistance must be made in writing to the Trustees prior to approved work being undertaken.
- 4. Residents may not erect any shed, greenhouse or any other building or structure of any kind whether fixed or portable, permanent or temporary, without the prior written consent of the Trustees.
- 5. Residents must permit access to their almshouse at all reasonable hours of the day for the Trustees, Clerk or their appointed agent to inspect the condition of the property, to carry out repairs or to do other work which must be carried out by law. Residents must allow immediate access if there is an emergency.
- 6. Residents shall maintain their almshouse and the gardens at the front and rear of the property in clean and tidy condition. Any Resident experiencing difficulties should contact the Clerk.
- 7. The Trust insures the buildings but Residents are advised to make their own arrangements for Contents Insurance.
- 8. The use of paraffin oil or portable gas heaters is **strictly prohibited**. Residents must consult the Clerk or the Trustees before using additional heaters.
- 9. 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 Clerk if they will be away for more than a week at a time.
- 10. Residents are required to complete a Resident Information Form providing their own details, those of their next of kin and emergency contacts. Personal and confidential records will be kept secure and will only be available to those authorised by the Trustees.
- 11. Residents are required to occupy the property quietly and with thought for other residents and neighbours. Anti-social behaviour of any kind whether intentional or negligent will not be tolerated and will be treated as a breach of the regulations.
- 12. Neither the Resident(s) nor any relation or guest of his/hers/theirs will be a tenant of the charity or have any legal interest in his/hers/their almshouse.
- 13. No person other than the resident is permitted to live in the almshouse.

- 14. The Trustees may take such steps as they think proper in the administration of the Trust and for the Residents' welfare and any alteration to the rules will be notified in writing to each Resident.
- 15. 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 a medical consultant appointed by the Trustees. The Trustees will also consult with the next of kin, Social Services, etc. to make the most suitable arrangements.
- 16. Pets of any kind cannot be kept without the written consent of the Trustees.
- 17. Visitors are not permitted to stay in an almshouse, except with the consent of the Trustees.
- 18. The Trustees reserve the right to ask a Resident or Residents to vacate the dwelling and move, either temporarily or permanently, to another almshouse belonging to the same charity.
- 19. The Trustees retain the power to set aside a Resident's appointment for good cause, e.g. in the case of 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, as outlined in the Charity Commission Scheme dated 29th September 1944. Failure to make timely payment of Weekly Maintenance Contributions (WMC) will be regarded as a breach of the charity's regulations.
- 20. Should the Trustees resolve to Set Aside an Appointment, as described in Clause 19, not less than three calendar months' notice in writing to set aside the appointment will be given by the Trustees to the Resident(s).
- 21. Should a Resident wish to leave his/her their dwelling to live elsewhere, not less than one calendar months' notice in writing must be given to the Trustees. Maintenance Contributions remain payable until the date when the dwelling is vacated.
- 22. In the event of a dwelling being permanently vacated, arrangements must be made for the residents personal belongings to be removed within 21 days of the property being vacated.
- 23. Should the Residents economic circumstances substantially improve, he/she/they may be required to move to other accommodation.
- 24. Neither the almshouse 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.

- 25. Residents are permitted a maximum of one vehicle per dwelling which must be parked within the parking space as allocated to the Resident from time to time. The Resident must notify the Clerk of the Make and Registration Number of their vehicle. The allocated parking space may be withdrawn if a resident ceases to own or use a car.
- 26. Visitors must park within marked visitor spaces.
- 27. No vehicles, of any nature, are permitted to be driven or parked on the grass or paths unless specific consent is granted by the Trustees or the Clerk. Any delivery vans, tradesmen, transport etc must be advised that the bungalows are not on the road side and that any delivery must take account of this, a sack barrow may be required by the delivery driver. Residents may be required to pay for any damage caused to the grass or footpaths caused by failure to comply with this requirement.

It is a condition of occupancy that each Resident signs a copy of the Letter of Appointment signifying their willingness to abide by the rules and return it to the Clerk prior to taking up occupation of the Almshouse.