

Licence / Occupation agreement

For use where the occupier rents shared accommodation, non resident landlord, rent paid weekly

Dated:

The Landlord:

Referred to as 'we' or 'us' in this agreement (even if the landlord is one person).

The Occupier:

Referred to as 'you' in this agreement.

This agreement is intended to create a licence and not a tenancy. The reason for this is that the you, the occupier, are sharing all your living accommodation with others and/or because we are entitled to enter your room on a daily basis (respecting your privacy at all times) to provide the cleaning and other services as set out below, and to view and inspect the room. We can also require you to share your room or move to another room.

This agreement is personal to you, cannot be assigned, and will end automatically if you stop living at the property or if four weeks or more rent is due and unpaid.

The Property:

The Room: This is the room (s) that we have agreed that you will use (which you may be required to change or share with other occupiers).

The shared areas: These are the other areas of the Property which we have agreed you can use on a shared basis with the other occupiers living in the property.

The services: This means the services which we have agreed to provide to you, which will include
* cleaning / breakfast / evening meal / bed linen / towels

The Period: weeks, beginning on

Early termination [Either of us can end this agreement early by giving to the other written notice of not less than four weeks.]

The Rent:

This is payable in advance every week, and is in respect of your shared use of the room and the property, and the services (if any).

The Deposit:

The Inventory: This is the list of our possessions in the property which has been signed as agreed by us both.

(* delete as appropriate)

Important note

You are responsible for the behavior of everyone who lives in or visits you at the Property.

Therefore, for example, if the something is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be

possible for you to claim repayment from the visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include all your visitors.

Terms and conditions

1. Payments, utilities and costs

1.1. You must pay the rent at the times and in the manner set out above.

1.2 . You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.

1.3 . If the Property is destroyed or becomes uninhabitable, this agreement will end. However if this happened because of something you did or did not do, then we are entitled to claim against you for compensation.

1.4. You must pay interest at the rate of 3% per annum above the Bank of England base rate on any rent or other money which you owe to us and which

remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.

1.5. [During the Period you will make a reasonable contribution towards to the cost according to use, of all electric, gas, water and any other utility charges and Council tax. The exact amount payable by you to be agreed between us.]

1.6 . You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement.

2. The deposit

(Note, if no deposit has been paid, this section will not apply.)

2.1. Your deposit will be held by us for the whole of the time you are living in the property.

2.2. You will get the deposit back when you leave, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and any bills due to us. If this is not done, then we will be entitled to deduct from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by 'fair wear and tear'.

2.3. The deposit will be paid to you, less any deductions, at the forwarding address provided to us when you leave, as required by clause 6.2 of this agreement. We shall not have to pay the deposit to you until we have had a reasonable opportunity of assessing the cost of any necessary repairs which you are responsible for paying and of any other sums due to us. However we shall not, save in exceptional circumstances, be entitled to withhold repayment of the deposit money for more than 28 days.

2.4. You will not be entitled to any interest payable on the deposit money.

3. Using the Property

3.1. You must keep the room clean and tidy, look after the items on the inventory, and not damage anything.

3.2. You must also keep any other shared areas clean and tidy, and free from obstructions.

3.3. You must not make any alteration or addition to the Room or to the Property, or do any redecoration without our permission in writing.

3.4. You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the room or the Property, apart

from those needed for general household use (such as matches).

3.5. You must not use any form of heating other than the heating system provided by us. In particular you must not use any oil or liquid petroleum gas fires.

3.6. You must not smoke anywhere in the property

3.7. You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business in the room or anywhere in the Property.

3.8. You must not share or sub-let the room (other than as required by us) , or allow anyone else to sleep in your room or elsewhere in the Property, unless you have our written consent

3.9. You must not do anything on or at the Property that:

3.9.1. causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises

3.9.2. is likely to endanger the safety of any of the occupants or visitors, or anyone in the vicinity

3.9.3. is illegal or immoral

3.9.4. allows strangers unsupervised access to any part of the Property

4. Insurance

4.1. We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible.

4.2. You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to re-pay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium,

5. Ending this agreement

5.1. This agreement, which is personal to you and non assignable (i.e. you cannot transfer it to another person), will end automatically if you stop living at the property or if more than four weeks rent are due and unpaid.

5.2. Provided the Early Termination section on the first page of this agreement has not been deleted, either of us may end this agreement before the end of the Period by serving not less than four weeks written notice on the other.

You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.

3.10. You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

3.11. You will not have exclusive possession of your room, and we will be entitled to enter it at all reasonable times to carry out the agreed services (if any) and to inspect its condition, carry out any necessary repairs, or show it to new occupiers. You are required to share the room with other occupiers if requested to do so by us.

3.12. The identity of any other occupiers living in the property, and sharing your room, shall be at our absolute discretion , save that we can only require you to share a room with someone of the same sex. If necessary we reserve the right to ask you to move to another room in the property.

3.13. If you wish to change your room or the person sharing your room, put your request in writing and we will try to comply your wishes, so far as is reasonably possible

which is due to your conduct or the conduct of anyone you have allowed to visit the Property.

4.3. To enable you to comply with clause 4.2 above, we will supply you with a copy of our insurance policy or an extract of the relevant parts on request

4.4. You will be responsible for arranging and paying the premiums for any insurance cover for your own personal belongings.

5.3. If we agree, you can continue to live in the Room at the Property after the end of the Period, on a week by week basis, subject to four weeks written notice to terminate from either party, and these terms and conditions will continue to apply.

5.4. The four weeks notice period referred to in clauses 5.2 and 5.3 above may expire at any time, but if it ends during a rental period you will be responsible for paying us a proportionate part of the rent for that period.

6. Leaving the Property

6.1. When you leave, the room must be left in the same clean and tidy condition as it was when you first moved in (although you will not be expected to tidy and clean up for anyone sharing the room with you).

6.2. You must provide us with a forwarding address and telephone number before leaving.

6.3. You must remove all rubbish and all personal items (including your own furniture and equipment) from the Room and from the Property and return all keys.

Signed:

Our signature (landlord):

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Your signature (occupier):

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Additional notes: