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LODGER AGREEMENT – LICENCE TO OCCUPY

This Agreement is made on the last date of the signature below.

Between:

(1) {Licensor}

(2) {Lodger}

Definitions and interpretation

1. In this agreement, the following definitions are used:

Agreement	This Lodger Agreement and any amendments from time to time
Common Areas	The rooms in the property which the Licensor has agreed can be used by the Lodger on a shared basis with the Licensor and any other people living at the Property, including the following: -Kitchen -Dining Room -Living Room -Bathroom
Deposit	The deposit sum of: £_____
Early Termination	2 Weeks
Notice	
Inventory	None Specified
Property	{the property}, together with any fixtures and fittings
Rent	The sum of £_____ payable in advance: monthly on _____ being payment for the Room and a reasonable proportion of the cost of the Services

Room	The room at the property the Licensor has agreed will be taken by the lodger
Services	Utilities provided to the property
Services Costs	The cost of the Services
Term	A term of ____ Months

2. In this Agreement, unless the context requires a different interpretation:
 - a) The singular includes the plural and visa versa;
 - b) References to sub-clauses, schedules or appendices' are to sub-clauses, clauses, schedules or appendices of this Agreement;
 - c) The headings and sub-headings do not form part of this agreement;
3. If two or more persons are together the Lodger, their obligations to the Licensor shall be joint and several.
4. The 'Licensor includes successors in the title.
5. This Agreement is for a Room in private furnished residential property, including the Inventory (if any).
6. Any obligation on the Lodger to do or not to do something includes an obligation on the Lodger to use his reasonable endeavours to ensure that no other person he invites into the Property does or fails to do that same thing.

Grant of licence

7. The Licensor grants and the Lodger accept a licence to occupy the Room at the Property for the Term at the Rent with the right to use the Common Areas on the terms contained in the Agreement.
8. The Lodger acknowledges that it shall use the Room as a licensee and accepts that this agreement does not create a relationship of landlord or tenant or grant an assured or assured shorthold tenancy as it is a letting granted by a resident Licensor.
9. The Lodger acknowledges that they shall not be entitled to any protection under the Housing Act 1988 when this licence terminates.
10. The Agreement is personal to the Lodger and cannot be assigned or transferred.

11. The Room is part of the Property together with the fixtures and fittings set out in the Inventory.
12. The Licensor gives the Lodger (in common with other occupiers at the property) the right to use the Common Areas.
13. If the Lodger has the use of the Licensor's furniture within the Property. The lodger will:
 - a) Not damage or remove any of the items from the Property; and
 - b) Make good all damages and breakages of items at the Property which may occur during the Term; and
 - c) Keep the items at the property clean and in a good condition.

Lodger's Obligations

14. To pay the Rent, and all other sums due under the Agreement (whether formally demanded or not) clear of all deductions at the agreed times.
15. To pay any overdue Rent and other sums due subject to interest at a rate of 3% per annum calculated from 14 days after the payment is due up to the date payment is received by the Licensor unless an alternative agreement is reached.
16. The rent includes all utilities (internet, water, sewage, gas, electricity, council tax and any other household bills). The Lodger agrees to fair usage of the utilities and if the Licensor evidences that the Lodger is using an unreasonable amount of gas, electricity or water then the Licensor can ask for a further proportionate contribution towards the costs of the Services.
17. To keep the inside of the Room clean and in good condition and not damage the Property or any part of it.
18. [If requested by the Licensor, to move to a suitable alternative room in the Property on not less than 7 days' notice]
19. Not to take in any lodgers or assign, sublet, charge or part with or share occupation of the Room or any part of it, though occasional overnight visitors are permitted.
20. To use the Room as a single private home and not to carry on any trade, profession or business on or from the Property.
21. Not to keep any pets at the Property {other reasonable restrictions can be applied}

22. Not to cause a nuisance to the Licensor, any other person in the neighbouring properties or to any other person at the Property.
23. Not to use the Room for any immoral or illegal purpose.
24. To insure contents and personal possessions
25. To permit the Licensor, to enter and check the condition of the Room.
26. On leaving the Property:
 - a) Give the Licensor a forwarding address; and
 - b) Remove all rubbish and personal items (including any of the Lodger's own furniture and equipment) from the Property; and
 - c) Return all the keys to the Property to the Licensor, paying the reasonable costs for any replacements.

Licensor's Obligations

27. The Lodger will not have exclusive possession of the room and acknowledges that the Licensor retains keys to the room and may enter the Room at any point, however the Licensor shall be courteous and try to give the Lodger reasonable notice.
28. The Licensor will provide the Services to the Lodger
29. The Deposit (if any) is to be held in an account by the Licensor for the Term as security against the Lodger's failure to pay Rent and other sums due under the Agreement or non-performance of the obligations within this Agreement. The Deposit will be returned to the Lodger at the end of the Term less any outstanding Rent or other sums or reasonable deductions properly made by the Licensor to cover any reasonable costs incurred with cleaning the Room or in connection with damage to the Property or items on the Inventory (fair wear and tear is excepted).
30. To satisfy all legal requirements of a licensor with regards to the health and safety at the Property, including but not limited to having a current Gas Safety certificate, that all furnishings at the Property are fire resistant and that electrical equipment and appliances have the CE symbol.
31. The Licensor shall insure the Property against damage by any of the usual insured risks, including but not limited to fire, flooding, and subsidence. If the Property is damaged to such an extent that the Lodger cannot live in it, the Rent does not need to be paid until the Property is rebuilt or repaired to that the Lodger can live in it again unless.

- a) The cause of the damage is something which the Lodger did or failed to do as a result of which the Licensor's insurance policy has become void; and the Licensor has given the Lodger notice of what the policy required.

Termination

- 32. This Agreement will end at the end of the Term or earlier in accordance with the clauses below.
- 33. Either the Licensor or the Lodger may at any time during the Term terminate this Agreement by giving the other the early Termination Notice. On expiry of the notice this Agreement will end.
- 34. If the Lodger breaches any of the Lodger's obligations contained in the section above (**Lodger's Obligations**), the Licensor may at any time during the Term terminate this Agreement by giving the Lodger not less than notice of one week (if rent is paid weekly) and not less than notice of one month (if rent is paid monthly) On expiry of the notice, this Agreement will end.
- 35. If this Agreement terminates in accordance with this clause:
 - a) The Lodger shall not be obligated to pay the Licensor the relevant proportion of the Rent and any other payments that relates to the period after this Agreement terminates, as calculated daily; and
 - b) On the date on which this Agreement terminates, the Licensor shall refund to the Lodger the relevant proportion of any sums already paid by the Lodger relating to the Rent, or any other payment in respect of the period after this licence terminates, as calculated daily.
- 36. Termination under this clause will end the Agreement with no further liability for either party save for existing breaches.

Signed: _____

(Licensor)

Dated: _____

Signed: _____

(Licensor)

Dated: _____

Signed: _____

(_____ Lodger _____)

Dated: _____