

This Agreement is dated _____

(This date should not be completed until all parties have signed the Agreement and want it to come into effect)

Section A – Main Terms of the Agreement

This is an Agreement is for a Room in private furnished residential property between us, the Landlord

(Full name of all landlords, including any titles and middle names)

Of

and you, the Lodger (jointly and severally)

(enter the full names, including any titles and middle names)

We will grant you a licence to occupy a Room in the Property at

to you (jointly and severally if there is more than one of you) as well as any furniture, fixtures and household belongings referred to in the Inventory and Schedule of Conditions.

Nobody else, including any children, are allowed to live in the Property without our permission (which will not be unreasonably withheld).

Licence to occupy

This Agreement grants a licence to occupy. This Agreement does not grant a tenancy agreement as it is a letting granted by a resident landlord that shares living accommodation with you, our Lodger.

This Agreement does not grant you exclusive occupation of any Room in the Property. We reserve the right to enter the room at any reasonable time to provide any of the services detailed in this Agreement or to inspect the condition of the Room and carry out any repairs that are necessary.

Rent

You must pay £_____ Rent in advance in total each_____ (week/calendar month) for the Room and any services. The first payment of Rent must be paid in cleared funds by _____

Subsequent payments will be due in cleared funds every_____ (day/date) of the _____ (week/calendar month) to _____

(Landlord bank details)

Term

You will have the property and the furniture from _____ until the Agreement is terminated in accordance with Clauses 5.1-5.4 of this Agreement.

The Room

You are granted a licence to occupy room _____ in the Property. We reserve the right to ask you to move to another room in the property if necessary.

Shared Facilities

You will share the following accommodation in the Property with us (kitchen, bathroom, living room, etc)

Utilities

The Rent is inclusive of Council Tax and (electricity, gas, water, etc)

Unless they are included in the Rent, you will make a reasonable contribution towards the charges of gas, electricity, oil, water, sewerage, telephone (including line Rental), broadband, or other services used at the Property. The exact amount payable by you to be agreed between us.

Deposit

The Deposit of £_____ (NIL if no deposit taken) must be paid in full in cleared funds to _____ (Landlord) by _____ as part of the Initial Funds.

Right to Rent

It is a condition of this Agreement that you and anyone living in the Property must have a 'right to Rent' as set out in Section 22 of the Immigration Act 2014.

Services

We provide the following services will as part of this Agreement (room cleaning, laundry, breakfast, dinner, etc)

Section B - Definitions

"*Contents*" means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

"*Fixtures and Fittings*" includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

"*Joint and Severally Liable*" means where there are two or more Lodgers, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you.

"*Landlord*" includes anyone entitled to possession of the Property under this Agreement.

"*Policy*" means any insurance policy held by us for the Property or Contents.

"*Rental Period*" means the time between Rent due dates. For example if the Agreement stipulates you must pay weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Agreement stipulates you must pay monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

"*Us*" "*our*" "*we*" means the Landlord.

"*Working Day*" does not include Saturdays, Sundays and Bank Holidays.

"*You*" "*your*" means the Lodger.

References to the singular include the plural and references to the plural include the singular.

1.0 Your Obligations

You hereby agree with us as follows:

- 1.1 Any obligation upon you under this Agreement to do or not to do anything shall also require you not to permit and to use reasonable endeavours to prevent any visitor to do or not to do the same thing.
- 1.2 Where there is more than one Lodger you will all be Joint and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual lodger or group of lodgers may be held liable. This means that legal action may be brought against any one or any group of lodgers.
- 1.3 This Agreement is non-assignable and personal to you.

Rent and Charges

- 1.4 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.
- 1.5 Not to withhold any Rent due under this Agreement because you have paid a Deposit.
- 1.6 To pay any reasonable contributions to the Utilities that you owe under this Agreement.
- 1.7 To pay all costs and expenses incurred by us on an indemnity basis:
 - in the recovery from you of any Rent and any other money which is in arrears;
 - in the enforcement of any of the provisions of this Agreement, including those for seeking possession of the Property;
 - the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
 - the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Agreement (fair wear and tear excepted); and
 - any other monies owed by you to us.
- 1.8 If you owe Rent under the agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 3% above the base rate used by the Bank of

England. This rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgment.

Use of the Property

- 1.9 You must not assign, sublet, charge or part with or share occupation of the Room or any part of it, or any other part of the Property without our written consent.
- 1.10 To keep the inside of the Room clean and in a good condition and not damage the Property or any part of it.
- 1.11 Not carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).
- 1.12 You, must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.
- 1.13 You must not use the Property for immoral or illegal purposes.
- 1.14 Whenever you leave the property unattended, you must lock all the doors and windows and put the burglar alarm on (if there is one).
- 1.15 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld).
- 1.16 You must not allow visitors unsupervised access to any part of the Property.
- 1.17 You must not make any alteration or addition to your Room or to any other part of the Property. In addition, you must not do any redecoration without our permission in writing.
- 1.18 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose keys or other security devices needed to access the property, you will be liable to meet our reasonable costs for replacement including the costs of fitting any new locks that are necessary.

At the end of the Agreement

- 1.19 At the end of the Agreement you must clean and tidy the Room to the same standard it was provided to you in. This includes removing any rubbish or personal items. We are entitled to charge for the reinstatement, replacement or repair of any furnishings or Fixtures and Fittings damaged, soiled, stained, marked or lost during the Agreement that were your responsibility.
- 1.20 You must provide us with a forwarding address before you leave.
- 1.21 You must return all the keys to the Property to the Landlord at the end of this Agreement

2.0 Our Obligations

We hereby agree to do the following:

- 2.1 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 2.2 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 2.3 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 2.4 Pay the service charges that we are responsible for as specified in this Agreement and or ground rent, if applicable.
- 2.5 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.
- 2.6 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is

reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the policy monies because of anything you have done or failed to do in breach of this Agreement.

- 2.7 Access the Room at reasonable times to perform inspections for necessary repairs and to provide any Services detailed in the Main Terms of the Agreement.

3.0 Deposit

- 3.1 The Deposit will be held by us as security towards the discharge or part discharge of any liability referred to in Clause 3.2 of this Agreement and subject to this on trust for you absolutely.
- 3.2 Monies shall be returned to you at the forwarding address you provide at the end of this Agreement subject to any deductions. Deductions from the Deposit will be based on the reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:
- Any rent or other money due or payable by you under the agreement of which you have been made aware and which remains unpaid after the end of the agreement;
 - The reasonable costs incurred in compensating us for, or for rectifying or remedying any breach by you of your obligations under the Agreement, including those relating to the cleaning of the premises, its fixtures and fittings;
 - Any unpaid accounts for utilities or water charges or environmental services or other similar services incurred at the property for which you are liable;
 - Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which you may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the agreement, insured risks and repairs that are our responsibility.
- 3.3 If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.
- 3.4 You will not receive any interest on the Deposit.

4.0 Interest on Rent Arrears and Other Monies

- 4.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

5.0 Termination of the Agreement

- 5.1 This Agreement will terminate automatically if you are absent from the Property for more than 28 days, or if or if more than one month's Rent (where Rent is paid monthly) or four weeks Rent (where Rent is paid weekly) are due and unpaid.
- 5.2 Either we or you may terminate this Agreement by serving written notice on the other. The notice period must be at least 28 days in length if the Rent is paid weekly. Where the Rent is paid monthly the notice period must be at least one calendar month in length.
- 5.3 If the notice expires during a Rental Period then the Rent due will be apportioned on a daily basis. You are responsible for paying a proportionate part of the Rent for that period.
- 5.4 If the Property is destroyed or becomes uninhabitable, this agreement will end. If this is caused by something you did or did not do, then we are entitled to claim compensation from you

6.0 Effect of Termination

- 6.1 Termination of this Agreement ends the agreement but does not release you from any outstanding obligations.

Signed as an Agreement

Between us, the Landlord

Signature _____

And you, the Lodger

Lodger 1 _____

Signature _____

Lodger 2 _____

Signature _____