

Dated

202[ ]

## **DRAFT TEMPLATE LODGER AGREEMENT**

relating to

**[Property address]**

made between

**[Name of incumbent – landlord]**

and

**[Name of occupier/licensee]**

Rev 1 Issue date: 23 March 2022

## CONTENTS

1	INTEPRETATION.....	1
2	LICENCE TO OCCUPY.....	2
3	LICENSEE'S OBLIGATIONS .....	3
4	LICENSOR'S OBLIGATIONS.....	4
5	HEALTH AND SAFETY.....	4
6	TERMINATION.....	5
7	LIMITATION OF LICENSOR'S LIABILITY .....	5
8	THIRD PARTY RIGHTS .....	5
9	GOVERNING LAW.....	6
10	TERMINATION.....	6

[APPENDIX – REGULATIONS]

THIS LICENCE is dated \_\_\_\_\_ day of \_\_\_\_\_ 202[ ]

BETWEEN

(1) [Name of incumbent/landlord] of [address] (the Licensor); and

(2) [Name of licensee] of [address] (the Licensee).

IT IS HEREBY AGREED

## 1 INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

### 1.1 Definitions:

**Common Parts:** the entrance halls, corridors, stairways and landings serving the Room and Facilities. *[Needs to be populated for each property].*

**Default:** any failure by the Licensee to:

- (a) pay the whole or any part of the Licence Fee, Utilities Charge and any other sums due to, or recoverable by, the Licensor under this licence and whether formally demanded or not;
- (b) observe and perform any of the obligations of the Licensee contained or referred to in this licence; or
- (c) pay any damages arising out of, or incidental to, the enforcement of the obligations of the Licensee under this licence.

**Facilities:** the kitchen, sitting room, bathroom and garden at the Property. *[Note: Needs to be populated for each property].*

**Furnishings:** the Licensor's furniture and furnishings in the Property.

**Licence Fee:** one pound £1 per week if demanded

**Licence Fee Commencement Date:** 202[ ].

**Licence Period:** the period from and including \_\_\_\_\_ until the date on which this licence is determined in accordance with clause 6.

**Property:** [ insert property address ]

**Room:** such room in the Property as the Licensor may allocate from time to time in accordance with clause 2.2.4.

**Utilities:** electricity, gas, water, sewage services, telephone and cable or satellite television as may be supplied to the Property from time to time. *[Note: this document contains no obligation on the Licensee to contribute towards the cost of electricity, gas etc consumed]*

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.1 Clause headings shall not affect the interpretation of this licence.
- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.4 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.5 References to clauses are to the clauses of this licence.
- 1.6 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## 2 **LICENCE TO OCCUPY**

- 2.1 Subject to clauses 3 and 6, the Licensor permits the Licensee during the Licence Period to:
  - 2.1.1 occupy the Room;
  - 2.1.2 use the Furnishings; and
  - 2.1.3 pass along the Common Parts, and to use the Facilities, in common with the Licensor and all others authorised by the Licensor.
- 2.2 The Licensee acknowledges that:
  - 2.2.1 the Licensee shall occupy the Room as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
  - 2.2.2 the Licensee shall not be entitled to any statutory protection under the Housing Act 1988 when this licence terminates;
  - 2.2.3 the Licensor retains control and possession of the Room and the remainder of the Property and the Licensee has no right to exclude the Licensor from the Room or remainder of the Property;

- 2.2.4 without prejudice to the Licensor's rights under clause 6, the Licensor shall be entitled at any time on giving not less than 7 days' notice to require the Licensee to transfer to a comparable room elsewhere within the Property and the Licensee shall comply with such requirement;
- 2.2.5 the Licensor is entitled to retain keys for the Room and the Property, and the Licensor and any persons authorised by the Licensor may exercise the right to use these keys and enter the Room and the Property at any time; and
- 2.2.6 the licence to occupy granted by this licence is personal to the Licensee and is not assignable, and the rights granted in clause 2.1 may only be exercised by the Licensee.

### **3 LICENSEE'S OBLIGATIONS**

#### **3.1 The Licensee agrees and undertakes:**

- 3.1.1 to pay to the Licensor the Licence Fee if demanded;
- 3.1.2 to keep the Room, the Facilities and the Common Parts clean, tidy and clear of rubbish;
- 3.1.3 not to cause any damage to the Room or any other part of the Property;
- 3.1.4 to notify the Licensor of any damage to the Property or Furnishings caused by the Licensee or the Licensee's visitors;
- 3.1.5 to use the Room solely for living in and not for business purposes;
- 3.1.6 not to permit anyone else to stay in the Room;
- 3.1.7 not to make a copy of the set of keys provided by the Licensor;
- 3.1.8 if the Licensee loses the keys or security device provided, to notify the Licensor without delay, and bear the costs reasonably incurred of replacement keys, security devices and locks;
- 3.1.9 not to prevent the Licensor or any person authorised by the Licensor from entering into the Room and the remainder of the Property;
- 3.1.10 not to re-decorate the Room and not to make any alteration or addition whatsoever to the Room;
- 3.1.11 not to smoke in the Property;
- 3.1.12 not to keep any pets in the Property;
- 3.1.13 not to play any musical instrument or audible music between the hours of 11 pm and 8 am the next day;
- 3.1.14 not to use the Licensor's telephone except for dialling "999" in an emergency;
- 3.1.15 To inform the Licensor before 22:00 hours on any day the Licensee does not intend to return to the Property before that time.

- 3.1.16 Not to sign any credit or loan agreements that contain reference to the address of the Property nor if the Licensee is fined to provide the relevant authority with the address of the Property;
- 3.1.17 Not to do or permit to be done in the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or the Licensor's agents or to the other residents of the Property and their visitors or any owner or occupier of neighbouring property;
- 3.1.18 not to cause or permit to be caused any damage to:
  - 3.1.18.1 the Property or any neighbouring property; or
  - 3.1.18.2 any property of the owners or occupiers of the Property or any neighbouring property;
- 3.1.19 not to obstruct the Common Parts;
- 3.1.20 not to do anything that will or might avoid in whole or in part any insurance in respect of the Property, or increase the insurance premium;
- 3.1.21 to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Room and the Facilities;
- 3.1.22 to leave the Room in a clean and tidy condition and to remove the Licensee's possessions at the end of the Licence Period;
- 3.1.23 to provide the Licensor with contact details when this licence terminates;
- 3.1.24 to use the Facilities reasonably and not to consume more of the Utilities than the Licensor reasonably considers necessary.

#### **4 LICENSOR'S OBLIGATIONS**

- 4.1 The Licensor agrees and undertakes:
  - 4.1.1 to provide the Licensee with one set of keys for the Room and the Property;
  - 4.1.2 to pay to the relevant suppliers for the Utilities; and
  - 4.1.3 to pay the council tax in respect of the Property.

#### **5 HEALTH AND SAFETY**

- 5.1 The Licensor confirms that:
  - 5.1.1 the Furnishings are fire resistant;
  - 5.1.2 the Gas Safety (Installation and Use) Regulations 1998 (*SI 1998/2451*) have been satisfied and a gas safety certificate is available for inspection by the Licensee; and
  - 5.1.3 the electrical appliances provided by the Licensor are safe and all appliances manufactured after 19 January 1997 are marked with the relevant CE symbol.

## 6 TERMINATION

6.1 This licence shall end on the earliest of:

6.1.1 [DATE ON WHICH LICENCE TO END];

6.1.2 the expiry of not less than 14 days' notice given by the Licensor to the Licensee if the Licensee breaches any of the Licensee's obligations contained in clause 3;

6.1.3 immediate written notice given by the Licensor to the Licensee if the Licensee is in serious breach of the Licensee's obligations contained in clause 3;

6.1.4 the expiry of not less than four weeks' notice given by either party to the other; and

6.1.5 the date on which the within named Reverend \_\_\_\_\_ ceases to hold the office of the Incumbent of the Benefice of \_\_\_\_\_.

6.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

6.3 If this licence terminates in accordance with clause 6.1 the Licensee is to immediately remove [his/he/their] personal possessions from the Property and shall give vacant possession of the Room and the Property to the Licensor.

6.4 This licence is an excluded licence agreement under Section 3A of the Protection from Eviction Act 1977.

## 7 LIMITATION OF LICENSOR'S LIABILITY

7.1 Subject to clause 7.2, the Licensor is not liable for:

7.1.1 the death of, or injury to, the Licensee or visitors to the Property; or

7.1.2 damage to, or theft of, any possessions of the Licensee or the Licensee's invitees to the Property;

7.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's invitees to the Property in the exercise or purported exercise of the rights granted by clause 2; or

7.1.4 the acts or omissions of any other resident of the Property or their visitors.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

7.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its agents; or

7.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## 8 THIRD PARTY RIGHTS

Save for the Rochester Diocesan Society and Board of Finance a person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

9 **GOVERNING LAW**

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10 **TERMINATION**

Notwithstanding the provisions of clause 6 if the Property is or becomes vested in the Incumbent or sequestrators for the time being of the Benefice of [ ] then notice is given to the Licensee that possession may be required upon service of written notice by the Bishop of the Diocese of Rochester in accordance with the provisions of the Pluralities Act 1838 and if the Property is or becomes vested in the Rochester Diocesan Society and Board of Finance (the 'Board') then notice is also given to the Licensee that the Board holds the Property for occupation by a minister of religion and accordingly it may recover possession immediately following service of notice upon the Licensee to that effect.

**In witness whereof** this document has been signed on the date first stated above.

SIGNED by [            ] in the presence of:

Sign here
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Signature of witness \_\_\_\_\_

Name (in CAPITAL LETTERS) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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SIGNED by [            ] in the presence of:

Sign here
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Signature of witness \_\_\_\_\_

Name (in CAPITAL LETTERS) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_