

# LICENCE AGREEMENT

Agreement (licence) for non-exclusive or shared occupation of residential premises

**THIS AGREEMENT** is made the ..... day of.....

**BETWEEN**

of

'the Owner'

**AND**

of

'the Licensee'

**NOW IT IS AGREED** as follows:

## 1 Definitions

In this agreement

1.1 'the Licence' means the licence to occupy conferred by this agreement.

1.2 'the House' means the Owner's property know as:

1.3 'the Room' and 'the Rooms' means such room or rooms in the House as are from time to time allotted by the Owner to the Licensee

1.4 'the Contents' means the furniture and furnishings used by the Licensee from time to time in accordance with the latest inventory signed by the Owner and the Licensee

## 2 Declaration

This agreement is not intended to confer exclusive possession upon the Licensee nor to create the relationship of landlord and tenant between the parties and the Licensee shall not be entitled to an assured tenancy or a statutory periodic tenancy under the Housing Act 1988 or to any other statutory security or tenure now or upon the determination of the Licence

## 3 Sharing agreement

The Owner permits the Licensee to share the occupation of the Rooms with such person or persons as the Owner may nominate occupation being by the Licensee personally and such person or persons only and to use the Owner's furniture and furnishings in the Rooms an inventory of which [is attached *or* will be prepared by the Owner and signed by him and the Licensee on each occasion that the Licensee is required to move into another room] for the period of ..... weeks commencing on ..... 20 ..... AND THEREAFTER FROM WEEK TO WEEK determining in accordance with the provisions of clause 14 of this Agreement (licence).

## 4 Consideration

The Licensee shall pay to the Owner:

4.1 ..... per WEEK in advance in respect of the occupation of the Rooms

4.2 A deposit of ..... POUNDS which the Owner will return on vacation of the Rooms by the Licensee at the determination of this agreement subject to deduction of an amount to compensate the Owner for any damages or losses occurring through breach of this agreement

## 5 Keys

5.1 The Owner shall issue to the Licensee only one set of keys to the rooms and to the House and no further copies of these keys shall be made by the Licensee.

5.2 If the Licensee loses a key the Owner will replace it upon the Licensee paying the cost of having a replacement cut or the cost of new locks (together with new keys for other users) if the address of the House is compromised.

5.3 The Owner shall retain his own set of keys and he and any person authorised by him (including other grantees of the use of the Rooms) may exercise the right to use these keys and obtain free entry to the Rooms at any time.

#### **6 Access and use of facilities**

The Licensee shall have the right to use the entrance hall staircase and landings of the House and to use the kitchen on the first floor for cooking eating and the storage of food and to use the toilet and bathroom on the first floor in common with the Owner and the other Licensees of the Owner.

#### **7 Payment of gas etc**

7.1 The Licensee shall be responsible for paying a half share (or such other proportion as may be determined by the Owner according to estimated use or on some other reasonable basis from accounts to be produced to the Licensee on request) for all gas and electricity consumed or supplied in the House during the Licensee's occupation.

7.2 Payment for gas and electricity shall be made to the Owner on written demand.

#### **8 Amicable sharing**

The Licensee shall use his best endeavours to share the use of the Rooms and House amicably and peaceably with the Owner and with such other Licensees as the Owner shall from time to time permit to use the Rooms and House and shall not interfere with or otherwise obstruct such shared occupation in any way whatsoever

#### **9 Licensee to keep Rooms clean**

The Licensee shall keep the interior of the Rooms and all other shared parts of the House used by the Licensee including the toilet and bathroom in good and clean condition and shall make good any damage caused thereto.

#### **10 Contents**

The Licensee shall keep the Contents in good condition and shall not remove any Contents from the Rooms and shall make good all damage to the Contents and replace with articles of similar kind and value any items broken or damaged by the Licensee as reasonably requested by the Owner

#### **11 Rubbish**

The Licensee shall ensure that the Rooms are cleaned daily and that all rubbish is disposed of daily and placed in the rubbish bin provided by the Owner

#### **12 Council Tax**

The Licensee shall pay a half share (or such other proportion as may be determined by the Owner according to the joint liability of the occupants of the House) of the council tax payable in respect of the House to the local authority under the Local Government Finance Act 1992

#### **13 Services**

The Owner shall provide the following services for the Licensee in respect of the Rooms:

13.1 cleaning of common entrance hall and staircase

13.2 emptying of vacuum cleaner and fitting of fresh bags

#### **14 Determination**

The Licence may be determined:

14.1 by the Owner or either party giving to the Licensee or other not less than four weeks' notice in writing served at any time, the notice to end on the last day of a licence period

14.2 in respect of the occupation of any particular room in the House by the Owner giving written notice directing the Licensee to use another room subject to the Licensee having 24 hours to remove his personal effects to the substituted room

14.3 by the Owner if the Licensee is in breach of any condition of this agreement but without prejudice to any other remedies of the Owner in respect of the breach

**15 Vacation of Rooms**

Upon determination of the Licence the Licensee shall immediately cease to be entitled to use the Rooms and the House and shall vacate the Rooms leaving them clean and tidy and shall return the keys to the Owner immediately

**16 Acknowledgements**

16.1 This agreement embodies the entire understanding of the parties relating to the Rooms and the House and to all matters dealt with by any of the provisions of this agreement

16.2 In particular and without prejudice to the generality of the foregoing the Licensee acknowledges that he has received a copy of this agreement prior to signing it and has had the opportunity of taking legal advice on it and has read and understood it and acknowledges that the Rooms and all parts of the House will be shared with the Owner and other persons to whom the Owner grants a licence and that he shall not have exclusive possession of the Rooms or any part of the House under any circumstances.

16.3 The Licensee having inspected the Rooms House and Contents declares that he finds them in good condition and working order and satisfactory.

AS WITNESS the hands of the parties hereto the day and year first above as written

OWNER

LICENSEE

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