Lodger Agreement

**AGREEMENT** dated the << >> day of << >> 20<< >>

**Licensor:** <<Licensor's name>> of <<Licensor's address>>

**Licensee:** <<Licensee's name>> of <<Licensee's address>>

**Room:** The room on the <<ground/first/second>> floor of the Property together with the furniture and effects specified in the inventory signed by the parties (“**Inventory**”)

**Property:** The <<house/flat>> at:-

<<Address>>

<<Address>>

<<Address>>

**Licence Period:** A period of << >> months from the << >> day of << >> 20<< >>

**Licence Fee:** £<< >> per calendar month payable in advance on the << >> day of every month (“**Due Date**”) during the Licence Period which is inclusive of council tax but exclusive of other outgoings

1. LICENCE
   * 1. The Licensor permits the Licensee to use the Room for the Licence Period in return for the Licence Fee.
     2. It is a condition of this licence that the Licensee and any other occupier of the Room maintains a “right to rent” as defined by the Immigration Act 2014 at all times during the Licence Period.
     3. The Licensee (in common with the Licensor and other occupiers of the Property) is also entitled to use the kitchen, bathroom, WC, **[**sitting room,**]** hall, stairs and passages in the building in accordance with any reasonable regulations made by the Licensor.
     4. This licence is personal to the Licensee and may not be transferred.
2. THE LICENSEE’S COVENANTS

The Licensee agrees with the Licensor:

* + 1. **Licence Fee and other payments**
       - 1. To pay the Licence Fee in advance on the Due Date without deduction or set off and by the method specified to the Licensee in writing by the Licensor.
         2. If any Licence Fee shall without prior agreement be in arrears for 7 days after becoming due (whether formally demanded or not), to pay to the Licensor interest at 2% above the base rate of Barclays Bank plc.
         3. To pay a fair proportion (as notified by the Licensor) of all charges in relation to the supply of electricity, gas, water (including sewerage), telephone and cable services to the Property during the Licence Period.
         4. To pay a fair proportion (as notified by the Licensor) of all charges for cleaning the common parts of the Property during the Licence Period.
         5. To pay the television licence fee in respect of any television set in the Room.
         6. If the Licensee has hired any television receiver, video equipment, cable equipment or similar, to arrange for its return to the hirer at the end of the Licence Period.
    2. **Repair and maintenance of the Room and contents**
       - 1. To use the Room in a reasonable and careful manner and not allow it to deteriorate and to keep the interior of the Room in good and clean condition.
         2. To make good all damage caused to the Room (including the Licensor’s fixtures and fittings) or to any other property owned by the Licensor through:

any breach of the obligations set out in this Agreement;

any improper use by or negligence of the Licensee or any person at the Property with the Licensee’s permission.

* + - * 1. To keep the items specified in the Inventory clean and in the same condition as at the start of the Licence Period (fair wear and tear excepted) and to make good or replace with articles of the same sort and equal value ant items that are lost, broken or destroyed (or at the option of the Licensor to pay compensation to the Licensor).
        2. Not to damage or obstruct the pipes, wires, conduits, fittings or appliances within or exclusively serving the Property.
        3. To replace all light bulbs, batteries and electrical fuses within the Room which become defective.
        4. To give the Licensor written notice of any damage to the Room, the Property or any contents as soon as it comes to the attention of the Licensee.
        5. At the end of the Licence Period to ensure that all linen (if any) is freshly laundered and to have professionally cleaned all bedspreads, blankets, duvets, carpets, upholstery, curtains and other articles set out in the Inventory (or articles substituted for the same) which shall be shown by reference to the Inventory to have been soiled during the Licence Period.
        6. To place all refuse in a proper receptacle and to ensure that rubbish is regularly collected by or on behalf of the local authority.
        7. Not without the consent of the Licensor to remove from the Room any of the items specified in the Inventory otherwise than for necessary repairs (in which case written notice shall be given to the Licensor).
    1. **Access for Licensor**
       - 1. To allow the Licensor or anyone with Licensor’s written authority, together with any workmen and necessary appliances, to enter the Room at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs. The Licensor must give reasonable notice (with regard to the work to be undertaken) beforehand.
         2. In cases of emergency to allow the Licensor or anyone with the Licensor’s authority to enter the Room at any time and without notice.
         3. During the last 60 days of the Licence Period to allow the Licensor and/or his agent to enter and view the Room with prospective tenants or occupiers at reasonable times of the day and subject to reasonable notice (usually 24 hours).
         4. To allow the Licensor and/or his agent access to inspect the Room by prior arrangement at monthly intervals throughout the Licence Period.
    2. **Use of the Room and the Property**
       - 1. To use the Room and the Property for residential purposes only, and not to carry on any profession, trade or business at the Property.
         2. Not to do anything on the Property which may be a nuisance to or cause damage or annoyance to the Licensor or the tenants or occupiers of any adjoining property.
         3. Not to play any musical instrument, television or radio set or sound reproduction equipment between 11 pm and 7 am.
         4. Not to use the Property for any illegal or immoral purposes.
         5. Not to use the Property in a way which contravenes a restriction affecting the Licensor’s freehold (or superior leasehold) title which the Licensor has brought to the Licensee’s attention.
         6. Not to cause or permit any dangerous or inflammable substance to collect in or on the Property, apart from those needed for general domestic use.
         7. Not to display any notice or advertisement that is visible from outside the Property.
         8. Not to keep on the Property any animal, bird or domestic pet without first obtaining the Licensor’s written consent.
         9. Not to leave the Room unoccupied for more than 21 consecutive days without giving notice to the Licensor.
         10. Not to smoke at the Property.
         11. To comply with any planning conditions affecting the Property which the Licensor has brought to the Licensee’s attention.
         12. Not to part with possession or share occupation of the Room or any part of it.
         13. Not to permit any person to occupy the Room as a lodger.
         14. To carry out any checks required to satisfy the “right to rent” requirements under the Immigration Act 2014 in relation to any sub-letting or licence the Licensee grants, whether authorised by the Licensor or not.
         15. Not to do any act or thing which may make void or voidable any policy of insurance on the Property or on the contents or which may cause an increased premium to be payable and to repay to the Licensor on demand all sums from time to time paid by way of increased premiums and all expenses incurred by the Licensor in relation to any renewal of such policy made necessary by a breach of this sub-clause.
         16. Not to make or have made any duplicate keys to the Property, nor to replace or add any new locks to the Property, without the previous written consent of the Licensor (except in emergency) and the Licensee undertakes that one full set of keys to the new locks shall at the Licensee’s expense be provided to the Licensor or the Licensor’s agent.
         17. Not to alter, add to or interfere with the appearance, structure, exterior or interior of the Property or the arrangement of the fixtures, furniture and effects belonging to the Licensor.
         18. Not to alter injure or affix anything to the walls or damage the floors, wiring pipes or drains of the Property and not to alter or extend any electrical wiring plumbing or gas installation on the Property.
         19. Not to erect or place in or affix to the Property any satellite dish or television aerial without the prior consent in writing of the Licensor.
    3. **Legal matters**
  1. Promptly on request by the Licensor to comply with such checks and provide such documents as are reasonably required by the Licensor certifying the “right to rent” of all adult occupiers of the Room.
  2. Where any adult occupier has a time-limited “right to rent” to provide to the Licensor such proof of their continued “right to rent” as is reasonably required by the Licensor from time to time.
  3. To notify the Licensor promptly if the immigration status of any adult occupier of the Room changes such that the “right to rent” is lost.
     1. **End of the licence**
        + 1. At the end of the Licence Period to remove the Licensee’s belongings from the Property and leave the Room clean and tidy so that it is ready for immediate re-occupation.
          2. To hand over to the Licensor on the last day of the Licence Period all keys to the Property and if the Licensee fails to comply with this sub-clause the Licensor shall have the right to change all security locks to the Property at the Licensee’s expense.
          3. If the Licensee’s belongings shall not have been removed from the Property at the end of the Licence Period:

if the remaining items prevent the Licensor from re-letting the Room, to pay the Licensor damages at the rate equal to the licence fee then payable for the Property until the Licensee shall have removed all such items; and

if the Licensee fails to remove the goods in a reasonable time, the Licensor will be entitled to remove the goods and the Licensee agrees to indemnify the Licensor for all reasonable expenses incurred in the removal and/or storage or disposal of the goods.

* + 1. **Licensor’s costs**
       - 1. To indemnify the Licensor against all reasonable costs and expenses arising from any breach of this Agreement by the Licensee.
         2. To indemnify the Licensor in respect of any costs incurred by the Licensor in enforcing the terms of this Agreement against the Licensee.

1. THE LICENSOR’S OBLIGATIONS

The Licensor agrees with the Licensee:

* + 1. To allow the Licensee to use the Room and the Property on the terms set out in this Agreement without interference, subject to the Licensee complying with the terms of this Agreement.
    2. To repair the structure and exterior of the Property including drains, gutters and external pipes.
    3. To repair and maintain in working order the apparatus in the Property for the supply of water, gas and electricity and all sanitary apparatus and the central heating and hot water systems.
    4. To provide heating, lighting, power and hot water to the Property, subject to the Licensee paying a fair proportion of the cost.
    5. To have the common parts of the Property (but not the Room) cleaned on a weekly basis, subject to the Licensee paying a fair proportion of the cost.

1. TERMINATION
   * 1. If the Licence Fee is at least 21 days overdue, or if there has been a substantial breach of any of the Licensee’s obligations in this Agreement, the Licensor may terminate this licence. The other rights and remedies of the Licensor will remain in force.
     2. **[**Either Party may give not less than <<1>> months prior written notice at any time to end this Agreement provided that such notice must not expire sooner than <<6>> months from the start of the Licence Period.**]**
2. INTERPRETATION
   * 1. Any obligation on the Licensee in this Agreement not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
     2. Whenever there is more than one person comprising the Licensor or the Licensee their obligations may be enforced against all of them jointly and against each of them individually.
     3. The Licensor and Licensee do not intend that this Agreement should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
     4. An obligation in this Agreement to pay money includes an obligation to pay Value Added Tax in respect of that payment.

SIGNED by

<<Name of Licensor>>

Licensor

SIGNED by

<<Name of Licensee(s)>>

Licensee(s)