

LICENCE AGREEMENT FOR SHARING A HOUSE OR FLAT (RESIDENT LANDLORD)

THIS AGREEMENT is made on *(date)*

AND IS MADE BETWEEN:

(name) of *(address)* ("the Licensor"); and

(name) of *(address)* ("the Licensee")

NOW IT IS HEREBY AGREED as follows:

1. Definitions

In this Agreement the following terms and phrases shall have the following meanings:

Property the [dwelling-house] [flat] situated at *(address)* together with the Furniture and Effects therein.

Commencement Date *(date)*.

Licence Fee £*(amount)* per [week/month] payable in advance by equal [weekly/monthly] payments on *(days for payment)*, the first such payment to be made on *(date)*. Except for the first payment, payment must be made by direct credit transfer to a bank or building society account nominated by the Licensor.

Deposit £*(amount)*.

2. Licence to Occupy

2.1 Subject to payment of the Deposit, the Licensor lets and the Licensee takes the furnished *(description)* room on the *(number)* floor of the Property with the right to use [the entrance hall, stairs, landing, lounge, dining room, kitchen and bathroom *(any other rooms)*] in the Property in joint occupation with the Licensor from the Commencement Date at the Licence Fee.

2.2 This Agreement creates a licence only and does not give the Licensee any estate, right or interest in the Property except as is necessary for the exercise of the right expressly conferred on him or her by this Agreement.

2.3 The Licensee shall not be entitled to exclusive possession or use of the Property and shall not at any time or in any manner do any act which may impede the Licensor or his or her agents in the exercise of the Licensor's rights to possession and control of the Property.

3. Fire

If the Property shall be burnt down or rendered uninhabitable by fire, the Licence Fee shall from that date cease to be payable until the Property is reinstated and rendered habitable.

4. Licensee's covenants

The Licensee agrees with the Licensor:

4.1 To pay the Licence Fee at the times and in the manner stated above.

- [4.2 To pay [50%] of the council tax bill pursuant to any obligation on the part of the Licensee arising under the Local Government Finance Act 1992 or regulations made thereunder.]
- 4.3 To pay [50%] of the bills for all gas, electricity and water consumed on or supplied to the Property during the licence, [50%] of the amount of all standing charges made for the use of the telephone at the Property during the licence and the full cost of all telephone calls made by the Licensee during the licence, or a proper proportion of the amount of the sums demanded for these utilities and facilities to be assessed according to the duration of the licence. For the avoidance of doubt, such payment will be due in relation to amounts attributable to standing charges, annual rates or levies and to VAT, as well as to actual consumption.
- 4.4 Not to damage the Property or make any alteration in or addition to any part of the Property.
- 4.5 To preserve the Furniture and Effects from being broken, lost, destroyed or damaged and not to remove any of them from the Property.
- 4.6 Not to do or suffer to be done in or upon the Property anything which may be a nuisance or annoyance to the Licensor or the tenants or occupiers of any of the neighbouring premises.
- 4.7 Not to have guests staying in the Property after 11pm or overnight without the prior consent of the Licensor.
- 4.8 To observe such rules and regulations as the Licensor may make and of which the Licensor shall notify the Licensee from time to time.
- 4.9 To insure his or her personal belongings against loss by any means including fire and theft.
- 4.10 On determination of the licence to pay for the repair of or replace all such items of the Furniture and Effects as shall be broken, lost, damaged or destroyed by the Licensee or his or her guests during the licence (reasonable wear and tear excepted).
- 4.11 On the determination of the licence, that any sums due from and payable by the Licensee to the Licensor or to any third party under the terms of these covenants or in the event of breach of any of these covenants may be deducted by the Licensor from the Deposit.

5. Arrears of Licence Fee or breach of the Licensee's covenants

If the Licence Fee or any part of the Licence Fee shall be in arrears for 14 days after the same shall have become due (whether legally demanded or not) or in the event of breach of any of the covenants on the part of the Lessee contained in this Agreement, this licence shall immediately and absolutely determine and the Licensee shall on demand immediately vacate the property but without prejudice to the other rights and remedies of the Licensor.

6. Licensor's covenant

The Licensor agrees with the Licensee that, subject always to paragraph 4.11, he or she will refund the Deposit on termination of the licence.

7. Termination

Either party may determine this licence at any time by giving one month's written notice to the other party and at the end of the one month period the Licensee shall vacate the property but without prejudice to the other rights and remedies of the Licensor.

IN WITNESS whereof this Licence Agreement has been signed on the date which first appears on this Agreement.

Signed by the above-named)
Licensor in the presence of:)

.....
Signature of witness

.....
Name of witness

.....
Address of witness

Signed by the above-named)
Licensee in the presence of:)

.....
Signature of witness

.....
Name of witness

.....
Address of witness

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