

(Agreement_2)

Question 1: What areas can the lodger access in the householder's property?

Answer : the entrance hall, staircase and landings of the Property, the kitchen for cooking eating and the storage of food, the lavatory and bathroom, the sitting room, the garden.

Question 2: Are there any circumstances where the lodger can be excluded from these areas?

Answer : Yes, provided these excluded areas are included in part 3 of the agreement.

Question 3: Can parties end this agreement prematurely?

Answer : Either party may at any time end this Agreement earlier than the End Date by giving notice in writing of at least one calendar month ending on the day before a Payment Day.

Question 4: Is the room allowed to be occupied by anyone other than the lodger?

Answer : Generally, no, the Lodger will occupy the Room personally and shall not share the Room with any other person; however, where the Lodger has asked to share the Room with another person and the Householder has agreed in writing.

Question 5: Is the lodger given exclusive possession to their room?

Answer : This agreement is not intended to confer exclusive possession upon the Lodger nor to create the relationship of landlord and tenant between the parties. The Lodger shall not be entitled to an assured tenancy or a statutory periodic tenancy under the Housing Act 1988 or any other statutory security of tenure now or when the license ends.

Question 6: Can the lodger assign their rights in the agreement to third parties?

Answer : No, this agreement is personal to the Lodger, cannot be assigned to any other party

Question 7: Are either party obliged to always give notice when terminating this agreement?

Answer : No, this agreement can be terminated by either party on notice or without notice in the case of serious breaches of the agreement.

Question 8: What interest rate will be applied to any overdue payments from the Lodger, and when does this interest start accruing?

Answer : Lodger must pay simple interest at the rate of 3% above the Bank of England base rate (as in force from time to time) upon any payment or other money lawfully due from the Lodger under this Agreement which is not paid to the Householder within 14 days after the due date for payment, for the period starting on the due date until payment (both before and after any judgment).

Question 9: What payments is needed from the lodger if the householder does not agree to provide utilities free of charge?

Answer : Where the Householder has not agreed to provide the Utilities at no additional cost to the Lodger, to make a reasonable and proportionate contribution to the cost according to use of all charges in respect of any of the Utilities or services used at or supplied to the Property.

Question 10: Are there any restrictions in terms of the room use for the lodger?

Answer : Yes, the room must not be used in any way whatsoever other than as a private residence.

Question 11: Can the lodger freely share their room?

Answer : No, let or share any rooms at the Property or take in any lodger or paying guest or, without the consent of the Householder (not to be unreasonably withheld). For instance, occasional overnight visitors may remain in the Room and may make use of the same facilities in the Property as the Lodger enjoys provided the householder's prior consent is obtained.

Question 12: On what standard does the householder want the content of the room to be kept in?

Answer : Contents to be kept in good condition and shall not remove any articles from the Room.

Question 13: Can the lodger redecorate their room?

Answer : The lodger cannot without the Householder's prior written consent do any redecoration or painting of the Room.

Question 14: What happens if the property is destroyed and become inhabitable?

Answer : In the event of destruction to the Property or of damage to it which shall make the same or a substantial portion of the same uninhabitable, the Lodger shall be relieved from making the Payment by an amount proportionate to the extent to which the Lodger's ability to live in the Property is thereby prevented, save where the destruction or damage has been caused by any act or default by the Lodger or where the Householder's insurance cover has been adversely affected by any act or omission on the part of the Lodger.

Question 15: If the lodger is moved to another room, what is the minimum notice the householder must provide them?

Answer : Notice to use another room in the Property must give the Lodger a minimum of 48 hours to move or an amount of time which is reasonable in the circumstances, whichever is longer.