

# LODGER AGREEMENT

Excluded licence agreement for  
letting a room in your own home

Valid in England & Wales

**Please note:**

Please print two copies. One copy is for the licensor and one for the lodger.

## Excluded Licence

### Agreement for Letting to a Lodger

Important: This licence is an excluded licence as defined in section 3A Protection from Eviction Act 1977 (because the accommodation and amenities are shared with the owner occupier)

#### LICENCE

Is dated

#### Relating to property

Address

#### PARTIES

##### Between The Licensor

Name

Address

Telephone Number

Email Address

##### and The Licensee (Lodger)

Name

Address

Telephone Number

Email Address

## AGREED TERMS

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this licence.

**Accessways:** the pedestrian ways, driveways, forecourts and car parks within the external areas of the Property.

**Common Parts:** any entrance halls, corridors, lifts, stair-ways and landings serving the Room and Facilities.

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

- (a) pay the whole or any part of the Licence Fee, Council Tax, Utilities Costs 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;
- (c) pay any claims, demands, damages, losses, costs or other expenses arising out of, or incidental to, the enforcement of the obligations of the Licensee under this licence.

**Deposit:** £  (against damages or defaults)

**Facilities:** the facilities available to the Licensee (List as appropriate e.g. kitchen, sitting room, first floor bathroom).

**Furnishings:** (List as appropriate e.g. the Licensor's furniture and furnishings in the Property as set out in the Inventory).

**Inventory:** the inventory signed by the Licensor and Licensee and attached to this licence.

**Licence Fee:** the amount of £  per  (delete as appropriate).

**Licence Fee Commencement Date:**

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

**Payment Date:**  of each  (delete as appropriate).

**Property:**

**Room:** Bedroom number or description e.g. front bedroom, 1st floor (or such room in the Property as the Licensor may allocate from time to time in accordance with clause 2.2(d)).

**Utilities:** electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property.

#### Utilities Costs:

Utility	Included in Licence Fee	% Percent of bill to pay	Fixed Amount to pay	Payable Duration
Example 1	Yes	-	-	-
Example 2	No	50%	-	Monthly
Example 3	No	-	£25	Weekly
Council Tax				
Water Rates				
Electricity				
Gas				
TV Licence				
Telephone				
Internet				

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

- 1.2 Clause headings shall not affect the interpretation of this licence.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Any obligation in this licence on a person not to do something includes an obligation not to agree or allow that thing to be done and to use their reasonable endeavours to prevent such act or thing being done by a third party.
- 1.6 References to clauses are to the clauses of this licence.
- 1.7 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.8 Unless otherwise expressly provided, whenever the Licensor or the Licensee consists of more than one person, the obligations and liabilities of that party under this licence are joint and several.

## 2. LICENCE TO OCCUPY

- 2.1 Subject to clause 3 and clause 6, the Licensor permits the Licensee during the Licence Period to:
  - (a) occupy the Room;
  - (b) use the Furnishings; and
  - (c) pass along the Accessways and 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:
  - (a) 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;
  - (b) the Licensee shall not be entitled to any statutory protection under the Housing Act 1988 when this licence terminates;
  - (c) 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;
  - (d) without prejudice to the Licensor's rights under clause 6, the Licensor shall be entitled at any time on giving not less than   (delete as appropriate) notice to require the Licensee to transfer to a comparable room elsewhere within the Property and the Licensee shall comply with such requirement;
  - (e) 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
  - (f) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable, and the rights given in clause 2.1 may only be exercised by the Licensee.

## 3. LICENSEE'S OBLIGATIONS

- 3.1 The Licensee agrees and undertakes:
  - (a) to pay to the Licensor:
    - I. the Licence Fee payable without any deduction in advance by standing order on each Payment Date and proportionately for any period of less than a  (delete as appropriate), the first such payment being for the period from and including the Licence Fee Commencement Date to the end of the  (delete as appropriate) following such date to be made on
    - II. the Deposit to the Licensor on entering into this licence;
    - III. within 14 days of demand by the Licensor the utilities costs as set out in 1.1 Utilities Costs;
    - IV. within 14 days of demand by the Licensor the council tax as set out in 1.1 Utilities Costs;

- (b) to keep the Room, the Facilities and the Common Parts clean, tidy and clear of rubbish;
- (c) not to cause any damage to the Room or any other part of the Property;
- (d) to notify the Lessor of any damage to the Property or Furnishings caused by the Licensee or the Licensee's visitors;
- (e) to use the Room solely for living in and not for business purposes;
- (f) not to permit anyone else to stay in the Room, although the Licensee may allow visitors to stay overnight in the Room on an occasional basis;
- (g) not to make a copy of the set of keys provided by the Lessor;
- (h) if the Licensee loses the keys provided, to notify the Lessor without delay, and bear the reasonable cost of replacement keys and locks (as appropriate) for the residents of the Property;
- (i) not to prevent the Lessor or any person authorised by the Lessor from entering into the Room and remainder of the Property.
- (j) not to re-decorate the Room and not to make any alteration or addition whatsoever to the Room;
- (k) not to smoke in the Property, without the prior written consent of the Lessor;
- (l) not to use candles in the room, without the prior written consent of the Lessor;
- (m) not to keep any pets in the Property, without the prior written consent of the Lessor;
- (n) not to play any musical instrument or loud music between the hours of  and  ; e.g. 11pm and 8am
- (o) not to use the Lessor's telephone, without the prior written consent of the Lessor;
- (p) 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 Lessor or the Lessor's agents or to the other residents of the Property and their visitors or any owner or occupier of neighbouring property;
- (q) not to cause or permit to be caused any damage to:
  - I. the Property or any neighbouring property; or
  - II. any property of the owners or occupiers of the Property or any neighbouring property;
- (r) not to obstruct the Accessways or Common Parts;
- (s) not to do anything that will or might impair or invalidate in whole or in part any insurance in respect of the Property, or increase the insurance premium
- (t) to observe any rules and regulations the Lessor makes and notifies to the Licensee from time to time governing the Licensee's use of the Room and Facilities;
- (u) to leave the Room in a clean and tidy condition and to remove the Licensee's possessions at the end of the Licence Period;
- (v) to provide the Lessor with contact details when this licence terminates;
- (w) to indemnify the Lessor and keep the Lessor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - I. this licence;
  - II. any breach of the Licensee's undertakings contained in clause 3; and/or
  - III. the exercise of any rights given in clause 2
- (x) not to do anything that would or might cause the Lessor to be in breach of the tenant's covenants and the conditions contained in any lease under which the Lessor holds the Property (if any); and
- (y) to pay to the Lessor interest on the Licence Fee or other payments at the rate of 3% per annum above the base rate of The Bank of England from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within 14 days of the due date (whether such interest is formally demanded or not).

#### 4. LESSOR'S OBLIGATIONS

##### 4.1 The Lessor agrees and undertakes:

- (a) to provide the Licensee with one set of keys for the Room and Property;
- (b) to pay to the relevant suppliers the Utilities Costs. The Lessor shall provide the Licensee with billing statements from the relevant authorities upon request;
- (c) to pay the council tax in respect of the Property;
- (d) if the Lessor wishes to demand payment of council tax and/or Utilities Costs pursuant to clause '3(a)III.' and clause '3(a)IV.' in advance, not to demand more than three months' payment in advance;
- (e) to refund the Deposit to the Licensee within 20 working days of termination of this licence, subject to deduction of such proportion of the Deposit as may be necessary to make good any Default by the Licensee. The Lessor shall send a cheque for the amount due to the forwarding address provided by the Licensee, but shall not pay any interest on the Deposit;
- (f) to provide the Licensee with a copy of any insurance policy relating to the Property upon request; and
- (g) the Lessor shall provide: (e.g. bed linen, towels, toilet roll... list as appropriate.)

#### 5. HEALTH AND SAFETY

##### 5.1 The Lessor confirms that:

- (a) the Furnishings are fire resistant;
- (b) 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
- (c) the electrical appliances provided by the Lessor are safe and all appliances manufactured after 19 January 1997 are marked with the relevant CE symbol.

## 6. TERMINATION

- 6.1 The licence to occupy, granted by this agreement, shall end on the earliest of:
- (a)  (insert date)
  - (b) the expiry of not less than seven days' notice given by the Licensor to the Licensee if the Licensee breaches any of the Licensee's obligations contained in clause 3; and
  - (c) the expiry of not less than four weeks' notice given by either party to the other.
- 6.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this licence.
- 6.3 If this licence terminates in accordance with clause 6.1:
- (a) The Licensee shall not be obliged to pay the Licensor the relevant proportion of the Licence Fee, council tax and Utilities Costs that relates to the period after this licence terminates, as calculated on a daily basis; and
  - (b) on the date on which this licence terminates, the Licensor shall refund to the Licensee the relevant proportion of any sums already paid by the Licensee relating to the Licence Fee, council tax and Utilities Costs in respect of the period after this licence terminates, as calculated on a daily basis

## 7. LIMITATION OF LICENSOR'S LIABILITY

- 7.1 Subject to clause 7.2, the Licensor is not liable for:
- (a) the death of, or injury to, the Licensee or visitors to the Property; or
  - (b) damage to, or theft of, any possessions of the Licensee or the Licensee's invitees to the Property;
  - (c) 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
  - (d) 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:
- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its agents; or
  - (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## 8. VAT

- 8.1 All sums payable by the Licensee are exclusive of any VAT that may be chargeable. The Licensee shall pay VAT in respect of all taxable supplies made to it in connection with this licence on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 8.2 Every obligation on the Licensee, under or in connection with this licence, to pay the Licensor or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Licensor or other person, except to the extent that the Licensor or other person obtains credit for such VAT under the Value Added Tax Act 1994.

## 9. RIGHTS OF THIRD PARTIES

- 9.1 A person who is not a party to this licence may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## 10. GOVERNING LAW AND JURISDICTION

- 10.1 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.
- 10.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Signed by the LICENSOR

Signed by the LICENSEE (Lodger)



These documents are supplied for general interest only. They are not intended for use in respect of any particular transaction. It is important to obtain professional advice in respect of the terms of the documents and also on specific issues such as (although by no means limited to) licensing, registration, consents and deposits before creating any legal relationship with any third parties. No responsibility for loss occasioned by any person acting or refraining from acting as a result of the material contained herein can be accepted by Flatshare Limited, the author, the publisher.

Artwork & Logos © Copyright 2018 Flatshare Ltd, 5th Floor, Dale House, 35 Dale Street, Manchester, M1 2HF

Flatshare Limited is the owner of Community registered trade mark no. 010193894 for SpareRoom.