

Date: 19 August 2016

sdfsdf

and

gfdg gdgdfg

Licence to occupy accommodation

Licence to occupy accommodation

This Licence is made on 19 August 2016 between:

- (i) sdfsd of Flat 1, 29 Cavendish Road, Bournemouth, Dorset, bh1 1qz ('the Employer'), and
- (ii) gfdg gdgdfg of 16 Clareville Grove, London, sw7 5as ('the Licensee').

1. Definitions and interpretation

In this Licence the following terms shall have the following meanings:

'the Property': 19 Exeter Road, Bournemouth, Dorset, bh2 5af which includes any demised garden, driveway, footpaths and other means of access to and from the property.

'the Start Date': 19 August 2016

'the Licence' means a licence to occupy the Property.

'the Services' means water, gas, electricity, telephone charges (including line rental), Internet connection, television licence and all other utilities and outgoings in respect of the Property.

'Termination' means the termination of this Licence in accordance with clause 6 below.

The Schedules form part of this agreement.

Unless expressly stated to the contrary, any references to a statute include any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute.

2. Background

- 2.1. The Licensee is employed by the Employer as a Pro messy under a contract of employment dated 19 August 2016.
- 2.2. Under the contract of employment, the Employer requires the Licensee to reside at the Property to enable the Licensee to better perform his duties.

3. The Licence

The Employer permits the Licensee to occupy the Property under the terms contained in the Licence commencing on the Start Date.

4. No payment

The Employer shall not require payment or rent from the Licensee for the Licence.

5. Rights of access

The Licensee shall have the benefit of all rights of access to the Property enjoyed by the Employer and subject to any restrictions applicable thereto.

6. Termination

The Licence shall end and the Licensee shall give vacant possession of the Property:

- 6.1. With immediate effect and without notice on termination of the Licensee's employment with the Employer.
- 6.2. With immediate effect if the Licensee ceases to reside in the Property.

7. Obligations and duties

- 7.1. During the continuance of the Licence, the Licensee shall, for the proper performance of his duties, reside at the Property.
- 7.2. The Licensee shall:

Services

- 7.2.1. Pay all charges for the Services.
- 7.2.2. Notify the suppliers of the Services that this Licence has started.
- 7.2.3. Ensure that the accounts for the provision of the Services are put into the name of the Licensee.
- 7.2.4. Not tamper, interfere with, remove, alter, or add to the installations or meters relating to the supply of the Services to the Property, or allow anyone else to do the same. This includes the installation of any pre-payment meter.
- 7.2.5. Not allow or arrange, or allow anyone else to allow or arrange, for any of the Services to be disconnected or removed from the Property.
- 7.2.6. Inform the Employer of any change of telephone number within a reasonable time of the Licensee being given the new number.
- 7.2.7. Inform the Employer within a reasonable time of any of the Services being transferred to a new supplier.
- 7.2.8. Provide the name, address and account number of the new supplier within a reasonable time of such transfer.
- 7.2.9. Pay any costs incurred by the Employer in transferring the account back to the original supplier of the Service upon Termination.
- 7.2.10. Pay to the Employer all costs incurred in the re-connection of any the Services (including any arrears of payment) following disconnection of any the Services whether caused by the Licensee's failure to comply with clause 7.2.1 or by anything done or not done by the Licensee.
- 7.2.11. Arrange for the reading of the gas, electricity and any water meter upon Termination.

Care and use of the Property and Contents

- 7.2.12. Use the Property as a private dwelling only.
- 7.2.13. Keep the Property and the Contents clean, tidy and properly maintained at all times and in a good state of repair (fair wear and tear excepted) including the doors, window frames and glass in windows, doors and skylights, and to replace all broken glass, light bulbs and fuses and not to damage the walls with nails, pins, glue or adhesive putty and to make good any damage so caused by immediate repair and decoration.
- 7.2.14. Keep the pipes, sewers, drains, ducts, conduits, gutters and watercourse within or exclusively serving the Property free from obstruction and the lavatories properly cleaned.
- 7.2.15. Keep the garden (if any) in a neat and cultivated manner.
- 7.2.16. Make good at the Licensee's expense all works of repair to the Property or Contents that are not the responsibility of the Employer under this Licence or by statute.
- 7.2.17. Not remove, or allow anyone else to remove, the Contents or any of them from the Property.

- 7.2.18. Not bring, or allow anyone else to bring, any additional furniture onto the Property without the written consent of the Employer which must not be unreasonably withheld or delayed.
- 7.2.19. Not cause, or allow anyone else to cause, the footpaths, driveways and other means of access to and from the Property to become dirty or obstructed.
- 7.2.20. Not make, or permit anyone else to make, any alterations or additions whatsoever to the Property or the Contents.
- 7.2.21. Not assign, part with, sub-let or share possession of the Property (for rent or otherwise) to or with any other person.
- 7.2.22. Not paint, decorate or make, or permit anyone else to make, any alterations to the decorations of any part of the Property or the Contents without first obtaining the Employer's prior permission in writing.
- 7.2.23. Not use, or allow the Property or any part of it to be used, for any activity that is dangerous, offensive, noxious, noisy, illegal or immoral. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 7.2.24. Not use or store, or allow anyone else to use, any oil or paraffin heater or lamp in the Property or such other terms that are dangerous, offensive, noxious, or that constitute a fire hazard.
- 7.2.25. Not use, or allow to be used, any part of the Property in a way that may become a nuisance or annoyance to the Employer, the owner or an occupier of any adjoining or neighbouring properties.
- 7.2.26. Not do, or allow anyone to do, anything that may result in the building insurance premium of the Property being void, voidable or increased and pay any additional building insurance premium incurred by the Employer by reason of any act, omission or default of the Licensee.
- 7.2.27. Not display, or allow anyone to display, any notice or advertisement either on the outside or visible from the outside of the Property.
- 7.2.28. Not allow or permit any animals, reptiles, birds or any pets whatsoever to be kept in or brought into the Property without the prior written permission of the Employer.
- 7.2.29. Not smoke or permit any person to smoke within the Property.
- 7.2.30. Replace or make good, or at the option of the Employer, pay full and proper compensation for all breakages, damage and deficiencies occurring to the Contents during the Licence, or any period when the Licensee, visitors or anyone under his control remains in unauthorised occupation, except those occurring through reasonable use or any risk against which the Contents are insured by the Employer unless the policy of insurance has been wholly or partly invalidated by any act or default of the Licensee or anyone under his control.
- 7.2.31. Pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of clause .
- 7.2.32. Clean the windows inside and outside once a month.
- 7.2.33. Promptly give to the Employer any notice received concerning the Property.
- 7.2.34. Promptly report any damage or defect to the Property or Contents to the Employer.

Security and keys

- 7.2.35. Not leave the Property unoccupied for more than 14 days without the prior written permission of the Employer.
- 7.2.36. Ensure that all locks and bolts on the doors and windows are fastened when the Property is empty and at night.

- 7.2.37. Ensure that the burglar alarm (if any) is set when the Property is vacant.
- 7.2.38. Pay any call-out charges or other charges incurred by the Employer where the Licensee or visitors have accidentally or negligently set off the burglar alarm.
- 7.2.39. Not install or change, or permit anyone else to install or change, any locks in the Property without the prior written consent of the Employer, except in an emergency.
- 7.2.40. Immediately provide the Employer with a set of keys for any new or changed locks.
- 7.2.41. Not have any further keys cut for the locks to the Property without notifying the Employer of the number of additional keys cut.

Parking and vehicles

- 7.2.42. Not park, or allow anyone else to park, any vehicle at the Property other than a private vehicle in the space or spaces allocated to the Property, or in the driveway or garage of the Property, whichever may be applicable.
- 7.2.43. Keep any garage, driveway or parking space free of oil and pay for all and any damage caused including, but not limited to, the removal and cleaning of any spillage caused by a vehicle of the Licensee, the Licensee's family or visitors.

Refuse

- 7.2.44. Ensure that all rubbish is placed in a plastic bin liner and put it in the outside bin.
- 7.2.45. Not leave any rubbish elsewhere on the other property of the Employer or on any neighbouring property.
- 7.2.46. Remove, or pay for the removal of, all rubbish from the Property during occupation of the Property.
- 7.2.47. Dispose of all rubbish through the services provided by the local authority and comply with all the local authority's recycling requirements.

At the end of the Licence

- 7.2.48. Upon the Termination of this Licence
 - 7.2.48.1. Deliver the Property and the Contents to the Employer in the state that this Licence requires the Licensee to keep them.
 - 7.2.48.2. Return all keys, including any additional keys, remote controls or security devices to the Employer.
 - 7.2.48.3. Pay all outstanding accounts for the Services.
 - 7.2.48.4. Permit the Employer to give the forwarding address of the Licensee to the suppliers of the Services and to the local authority.
 - 7.2.48.5. Pay for the cost of replacement remote controls or other security devices that have been lost or not returned.
 - 7.2.48.6. Remove, or pay for the removal of, all rubbish from the Property.
 - 7.2.48.7. Remove all vehicles belonging to the Licensee or visitors.

8. The Employer's duties

- 8.1. The Employer shall keep the structure and exterior of the Property including the pipes, sewers, drains, mains, ducts, conduits, gutters, wires, cables, channels, flues and other conducting media within and serving the Property (but excluding the windows) in good repair and condition. In determining the standard of repair required by the Employer under this clause, regard shall be had to the age, character and prospective life of the Property and the locality in which it is situated.

- 8.2. The Employer shall keep in repair and proper working order the central heating and hot water system and other installations for the supply of water, gas, electricity, for sanitation (including basins, sinks, baths and sanitary conveniences), and for space and water heating. Independently connected electrical appliances such as electric fires, heaters, radio or television sets, from and including the plug connecting them to the main electricity system, are the Licensee's responsibility.
- 8.3. The Employer shall insure the Property and the Contents (but not the Licensee's possessions) unless such insurance is vitiated by any act, default or omission by the Licensee or anyone occupying or visiting the Property with the Licensee's express or implicit consent.

9. Miscellaneous

- 9.1. This Licence is personal between the Employer and the Licensee and may not be assigned or transferred by the Licensee. This Licence 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 or to any other statutory security of tenure now or upon the determination of the Licence. The Employer shall retain control, possession and management of the Property and shall be entitled to enter the Property at any time.
- 9.2. The Employer and the Licensee certify that there is no agreement to which this Licence gives effect.
- 9.3. The Licensee must keep the Employer fully indemnified against all losses (including damages and costs) arising directly or indirectly out of any act, omission, default or negligence of the Licensee, or any persons at the Property with his express or implied authority, or due to any direct or indirect breach or non-observance of the terms, conditions or other provisions of this Licence.
- 9.4. A notice under this Licence must be in writing and, unless the receiving party or its authorised agent acknowledges receipt, is valid if, and only if, it is given by hand or sent by registered post or recorded delivery (and not returned in the post), or sent by fax (and a fax confirmation sheet is printed and a copy is provided to the receiving party on request) and it is served where the receiving party is the Employer, at the address shown in this Licence or at any address specified in a notice given in writing by the Employer to the Licensee and where the receiving party is the Licensee, at the Property.
- 9.5. A notice is deemed served on the day it is given by hand. A notice sent by registered post or recorded delivery is to be treated as served on the third working day after posting whether or not it is received, unless it is returned through the post undelivered. A notice sent by fax is to be treated as served on the day on which it is sent, or the next working day where the fax is sent after 17.00 hours or on a day that is not a working day. References to 'a working day' are references to a day when the United Kingdom clearing banks are open for business in the City of London.
- 9.6. If the receiving party consists of more than one person, a notice to one of them is notice to all.
- 9.7. This Licence may be executed in counterparts all of which together shall constitute one and the same instrument and all counterparts shall be deemed to be originals.

The parties have signed this Licence Agreement on the date stated above.

udlfugdfj jkldfgdf for and on behalf of sdfsd

In the presence of:

Name of witness

Address of witness

Occupation of witness

Signature of witness

gfdg gdgdfg

In the presence of:

Name of witness

Address of witness

Occupation of witness

Signature of witness
