**IMPORTANT:** THIS LICENCE IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU. IF YOU DO NOT UNDERSTAND THIS LICENCE OR ANYTHING IN IT, IT IS STRONGLY SUGGESTED YOU ASK FOR IT TO BE EXPLAINED TO YOU BEFORE YOU SIGN IT. YOU MIGHT CONSIDER CONSULTING A SOLICITOR, CITIZENS ADVICE OR HOUSING ADVICE CENTRE.

LICENCE TO OCCUPY

The PROPERTY …………………………………………………

 …………………………………………………

 …………………………………………………

The Owner …………………………………………………

Of …………………………………………………

 …………………………………………………

 …………………………………………………

The Licensee …………………………………………………

 …………………………………………………

 …………………………………………………

The Term ……months beginning on…………………..

The Rent £……per week/month\* payable in advance (\*delete as

on the……of each week/month\* appropriate)

The Deposit £……enclosed/

Guarantee attached\* (\*delete as appropriate)

Inventory attached Yes/No\* (\*delete as appropriate)

Signed ……………………… ………………………

 ……………………… ………………………

 ……………………… ………………………

 (The Owner) (The Licensee)

Dated ……………………… ………………………

[[1]](#footnote-1)THIS AGREEMENT is made on …… day of ……………… 2009

BETWEEN

(1) *(name of owner)* ……………………

of *(address)* …………………………

………………………………………..

………………………………………..

………………………………………..

Company Registration no ………………\* (‘the Owner’) and

(2) *(name of licensee)* …………………

of *(address)* …………………………

……………………………………….

……………………………………….

……………………………………………….(‘the Licensee’)

**1 NATURE OF THE AGREEMENT**

This agreement is not intended to confer exclusive possession on the Licensee or to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence ends.

**2 LICENCE TO OCCUPY**

The Owner permits the Licensee to occupy the house/flat\* known as

(‘the Property’),

such occupation being by the Licensee personally only, and to use the Owner’s furniture and effects there of which an inventory is signed by the Owner and the Licensee and attached to this agreement, for a period of weeks/months**\*** commencing on …………………(commencement date)and ending on ………………… (termination date).

**3 PAYMENT**

3.1 The Licensee shall pay to the Owner a deposit of £....../Paper bond\* which is required before taking occupation of the Property, which in the case of a deposit, the Owner must return and in the case of a Paper bond, the Owner must release, on vacation of the Property by the Licensee at the determination of this agreement subject to deduction of a reasonable amount to compensate the Owner for any damages or losses occurring through breach of this agreement.

3.2 The Licensee and the Owner agree that the Licensee shall pay to the Owner a licence fee of £......a week/month\* in advance on ……day of each week/month\* in respect of the occupation of the Property; and

**4 Keys**

The Owner will issue to the Licensee only one set of keys to the Property, and if the Licensee loses the keys he must replace them at his own cost.

**5 OUTGOINGS**

5.1 The Licensee and the Owner confirm that the Owner will be responsible for paying council tax, water and sewerage charges and for all gas and electricity consumed on or supplied to the Property during his occupation

**6 STATE AND CONDITION**

6.1 The Licensee must keep the interior of the Property in good and clean condition and keep the furniture and furnishings and fixtures and fittings in good order and condition.

6.2 The Licensee must not remove any furniture or furnishings from the rooms they now occupy in the Property.

6.3 The Licensee must carry out any redecorations and repairs and make good any damage to decorations or furniture and furnishings and fixtures and fittings, or replace with articles of a similar kind and value any items broken or damaged by the Licensee as reasonably requested by the Owner.

**7 SAFETY REGULATIONS**

7.1 The Owner confirms that the furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.

7.2 The Owner confirms that the electrical appliances and equipment provided by the Owner are safe and will not cause danger and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol.

7.3 The Owner confirms that he has complied with the Gas Safety (Installation and Use) Regulations 1998 and a safety certificate is available for inspection by the Licensee.

**8 RUBBISH**

The Licensee must ensure that the Property is emptied of rubbish daily and that all rubbish is disposed of and placed in the rubbish bin supplied for that purpose.

**9 LICENSEE’S OBLIGATIONS**

The Licensee:

9.1 must not keep any dogs, cats or other pets in the Property;

9.2 must not do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium;

9.3 must not do anything that may reasonably be considered to cause a nuisance or annoyance to the Owner or to any other occupier of adjoining or neighbouring premises;

9.4 must ensure that at the end of this licence the Property is cleared of the Licensee’s effects and left in the state and condition required by the provisions of this agreement; and

9.5 must allow the Owner to have access to the Property in order to inspect it and to carry out repairs to the structure, roof, exterior and services at all reasonable times upon 24 hours’ prior notice in writing, or in the event of emergency at any time without notice, causing as little inconvenience to the Licensee as reasonably practicable and making good any damage caused to the Property and the Licensee’s property.

9.6 must not allow anyone else to occupy the Property, assign, charge or part with the Property, on a short term or a long term basis

9.7 must not use the address of the Property to order items form catalogues, or any mail order goods

9.8 must agree with the owner in advance visitors to the Property

9.9 must not hold parties at the Property

9.10 must not allow any person under the age of sixteen to enter the Property

9.11 must ensure that there is no-one left in the Property on their own

9.12 must not open mail that does not have the Licensee’s name on it

9.13 must not operate any illegal activities on the premises, or take illegal substances on the premises

**10 EARLY TERMINATION**

This licence may be ended:

10.1 by the Owner without notice if the licence fee is not paid on the day when it becomes due or if the Licensee is in breach of any of the terms of this agreement; and

10.2 if the Licensee becomes bankrupt or becomes subject to an administration order or entry or enforcement of a judgement; and

10.3 by either party giving to the other party not less than 4 weeks’ notice in writing served at any time.

1. delete as appropriate [↑](#footnote-ref-1)