

DRAFTING NOTES

This document is for use where an owner occupier of furnished residential property proposes to allow another person (the lodger) to occupy a room within the property and to allow that person to use certain shared areas within the property.

EXCLUSION OF LIABILITY AND DISCLAIMER

This document is provided to you without any guarantee, conditions or warranties as to its accuracy or any guarantee, conditions or warranties as to its suitability for your particular requirements.

Fivenights.com recommends that you obtain legal advice before using the document and entering into a lodger agreement with a lodger, particularly if you intend to make any changes to the Agreement. The Agreement should be prepared by a qualified solicitor, legal executive or licensed conveyancer.

To the fullest extent permitted by law, fivenights.com will not be liable by reason of breach of contract, negligence, or otherwise for any loss or damage (whether direct, indirect or consequential) occasioned to any person using this document arising from or connected with any error or omission in the document.

Loss and damage as referred to above shall be deemed to include but is not limited to any loss or profits or anticipated profits damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party (in all cases whether direct, indirect or consequential) or any other direct, indirect or consequential loss or damage.

DO NOT USE THIS FORM IF:-

1. The lodger will be granted exclusive possession of the whole or part of the property.
2. The lodger will occupy a self-contained annex, e.g. a granny annex.
3. You do not occupy the property as your only or principal home or you do not intend to continue to do so throughout the period that the lodger occupies a room within the property.
4. You want to amend the terms of the Agreement.
5. The lodger will be occupying the Property at weekends.
6. You / the lodger require the Agreement to run for a fixed period of time.

DRAFTING NOTES

You will need to prepare two copies of the Agreement. One to be signed by the lodger and retained by you and the other to be signed by you and retained by the lodger.

The Agreement should not be dated until the lodger moves into the property. Both parts of the Agreement should then be dated with the same date.

You will need to include your full name and address and the full name and address of the lodger in the Agreement. The lodger's address should be his/her home address rather than your address. If you are letting the room to more than one person, e.g. a couple then you should include both of their names and addresses.

You will need to complete the definition of the Licensed Period by including the date on which the Agreement will begin. The agreement will be a rolling agreement which will continue until the Agreement is terminated pursuant to clause 6.

You will need to complete the definition of the "Designated Hours" to specify the period to which the lodger is allowed to occupy the room.

You will need to amend the definition of "Services" to delete any services that are not applicable and to add any other services that you intend to provide to the lodger. You will also need to specify when clean linen will be provided for the room (if applicable).

You will need to complete the definition of the "Licence Fee" to confirm the weekly licence fee that will be payable and the method for payment of the fee.

You will need to prepare an inventory of all of the furniture and furnishings within the room that will be occupied by the lodger. The inventory should be signed by both you and the lodger before the Agreement begins and you are allowed to occupy the room.

If there is a deposit you will need to insert the amount of the deposit at the bottom of page 1 of the lodger agreement. If there is no deposit this definition should be deleted.

You will need to retain the part of the Agreement signed by the lodger for future reference in case any problems or disputes occur. The Agreement should be kept in a safe place so that the Agreement can be produced in the event of a dispute.

LODGER AGREEMENT

FOR A ROOM IN FURNISHED RESIDENTIAL PROPERTY

THIS AGREEMENT is dated
AND IS MADE BETWEEN:

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The Owner :	of _____ and
The Lodger :	of _____

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause shall apply to this agreement:

Property:

Room: means the room or rooms in the Property that are from time to time allocated to the Lodger by the Owner

Shared Areas: means the parts of the Property which the Owner has agreed may be used by the Lodger in common with the Owner and anyone else living at the Property from time to time including the [] floor for the cooking eating and the storage of food and the lavatory/ bathroom/ shower room on the [] floor, the sitting room, the garden and the front drive/forecourt area]* *delete/add rooms and details as necessary*

Licence Period: the period beginning on and including _____ until the date on which this agreement is determined in accordance with clause 6

Designated Hours: [] am on Monday to []pm on Friday (the “Departure Time”) each week or such other period of time as the Owner and the Lodger may agree in writing from time to time

Services: means the services that the Owner agrees to provide to the Lodger including [the cleaning of the Room, the provision of clean linen not less than once every [] weeks, the provision of soap and towels to the Room /soap, towels and toilet paper to the bathroom and lavatory the Lodger is entitled to use]* *delete/add services as required*

Permitted Use means the use and occupation of the Room as a private residence

Licence Fee: £ _____ per week payable in advance by [standing order/cash/cheque] * *delete/add method of payment as required* on the Monday of each week

Furniture and Furnishings: means the Owner’s furniture and furnishings used by the Lodger from time to time in the Room in accordance with the latest inventory signed by the Owner and the Lodger

Deposit: £

- 1.2 The "Property" includes the Room and all of the fixtures and fittings at or upon the Property and all of the furniture and furnishings.
- 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 gender.
- 1.5 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendments, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.6 A reference to writing or written excludes faxes and emails.
- 1.7 An obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.
- 1.8 References to clauses are to the clauses of this agreement.
- 1.9 Any phrase introduced by the terms **including include in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 LICENCE TO OCCUPY

- 2.1 Subject to clause 3 and clause 6 the Owner permits the Lodger to:
 - (a) occupy the Room and use the Furniture and Furnishings for the Permitted Use; and
 - (b) use the Shared Areas and the facilities within the Shared Areas in conjunction with the occupation of the Room for the Permitted Use in common with the Owner and the other licensees of the Owner;for the Licence Period but only during the Designated Hours.
- 2.2 The Owner and the Lodger agree and declare that:
 - (a) The Lodger shall occupy the Room as a licensee and no interest in the Property or relationship of landlord and tenant is created between the Owner and the Lodger by this agreement;
 - (b) This agreement is not intended to confer exclusive possession of the Room on the Lodger. The Lodger 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 agreement ends;
 - (c) The Owner retains control, possession and management of the Room and the Lodger has no right to exclude the Owner from the Room.

- (d) Without prejudice to its rights under clause 6, the Owner shall be entitled at any time on giving not less than 24 hours notice to require the Lodger to transfer and move his personal possessions to another room within the Property and the Lodger shall comply with such requirement and the Lodger shall sign an inventory of the furniture and furnishings in the new room that is prepared by the Owner;
- (e) The licence to occupy granted by this agreement is personal to the Lodger and is not assignable and the rights given in clause 2.1 may only be exercised by the Lodger;

3 THE LODGER'S OBLIGATIONS

The Lodger agrees and undertakes:

- (a) to pay:
 - (i) to the Owner the Licence Fee payable without any deduction counterclaim or set off at the times and in the manner set out in clause 1 of this agreement;
 - (ii) a fair and reasonable proportion (according to reasonable estimated use) of the cost of all charges in respect of any electric, gas, water, sewage, telecommunications and data and other services and utilities, including telephone, television (both terrestrial and satellite) and broadband supplied to the Property and any similar tax that might be charged in addition to or in replacement for it during the Licence Period; and
 - (iii) interest at the rate of 4% above the base rate of HSBC Bank plc or such other bank as may be nominated by the Owner (acting reasonably) from time to time calculated on a daily basis from the due date until the date of payment if the Lodger shall fail to pay the Licence Fee or any other payment due under this agreement (whether formally demanded or not);
- (b) to keep the Room clean, tidy and clear of rubbish;
- (c) not to use the Room other than for the Permitted Use;
- (d) the Lodger must keep the Furniture and Furnishings in good order and condition and must not remove any of them from the Room;
- (e) the Lodger must make good any damage to the Furniture and Furnishings caused by him (fair wear and tear excepted) and replace with articles of a similar kind and value any items broken or damaged by him (fair wear and tear excepted) as reasonably requested by the Owner;
- (f) not to damage the Room or any part of the Property (fair wear and tear excepted);
- (g) the Lodger must ensure that all his rubbish is placed in the rubbish bin provided by the Owner;
- (h) not to make any alteration or addition whatsoever to the Room;
- (i) not to redecorate or paint the Room;

- (j) not to lock the door(s) to the Room or to put a lock on such door(s);
- (k) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance or which causes or may cause damage, annoyance, inconvenience or disturbance to the Owner or to any other occupiers of the Property or the owners or occupiers of any neighbouring property or which may jeopardise the insurance of the Property or increase the insurance premium payable by the Owner;
- (l) not to keep any pets or any other animals at the Property;
- (m) not to remove, disable, damage or interfere with any fire prevention, detection and fighting machinery and equipment and fire alarms at the Property;
- (n) not to obstruct the Shared Areas or make them dirty or untidy or leave any rubbish on them;
- (o) not to let or purport to let any rooms at the Property or to share occupation of the Room with any other person or take a lodger or paying guest or, without the consent of the Owner (not to be unreasonably withheld), to permit any person to sleep or stay at the Property overnight;
- (p) to observe any reasonable rules and regulations the Owner makes and notifies to the Lodger from time to time governing the Lodger's use of the Room and the Shared Areas;
- (q) not to use the Room or any part of the Property outside of the Designated Period and to vacate the Room and the Property by the Departure Time each week and to remove all rubbish and the Lodger's personal possessions from the Room and to ensure that the Room is in a clean and tidy condition by the Departure Time **PROVIDED THAT** the Lodger may leave such personal possessions (if any) in such part of the Property (including the Room) as may be agreed by the Owner from time to time outside of the Designated Period, subject to the Lodger complying with the Owner's rules and requirements regarding the storage of personal possessions at the Property;
- (r) at the end of the Licence Period to:
 - (i) leave the Room in a clean and tidy condition and to remove the all rubbish and all of the Lodger's personal possessions from the Room;
 - (ii) provide the Owner with a forwarding address; and
 - (iii) return the keys for the Property to the Owner;
- (s) to use his best endeavours to share use of the Property amicably and peaceably with the Owner and with such other licensees as the Owner from time to time permits to use the Property and must not interfere with or otherwise obstruct such shared occupation in any way whatsoever;
- (t) to indemnify the Owner and keep the Owner indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:-
 - (i) this agreement;

- (ii) any breach of the Lodger's undertakings contained in this clause 3; and/or
- (iii) the exercise of any rights given by clause 2.

4 THE OWNER'S OBLIGATIONS

The Owner agrees and undertakes:

- (a) to issue to the Lodger one set of keys for the Property and if the Lodger loses a key the Owner will replace it upon the Lodger paying the reasonable cost of having a replacement key cut;
- (b) ensure that the furniture and furnishings comply with the Furniture and Furnishings (Fire Safety) Regulations 1988;
- (c) provide the Services to the Lodger in respect of the Room;
- (d) ensure that the electrical appliances and equipment provided by the Owner both in the Room and the Shared Areas are safe and will not cause danger and that all electrical appliances and equipment manufactured after January 1997 are marked with the appropriate CE symbol; and
- (e) ensure that he complies with the Gas Safety (Installation and Use) Regulations 1998 and that a safety certificate is available for inspection by the Lodger.

5 THE DEPOSIT

- 5.1 The Owner acknowledges receipt of the Deposit from the Lodger. The Deposit will be held by the Owner in a separate deposit account at a bank or building society carrying on business in the UK.
- 5.2 At the end of the Licence Period the Owner shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
 - (a) make good any damage to the Property or the Furniture and Furnishings (except for fair wear and tear) caused by any breaches of the Lodger's obligations under this agreement;
 - (b) replace any of the Furniture and Furnishings which may be missing from the Room;
 - (c) pay any sums that are properly due to the Owner pursuant to clauses 3(a) and 3(p) of the agreement; and
 - (d) pay for the Property and the Furniture and Furnishings to be cleaned if the Lodger is in breach of his obligations under clauses 3(b), 3(d), 3(e) and 3(k) of this agreement.
- 5.3 No interest will be payable by the Owner to the Lodger in respect of the Deposit;
- 5.4 The Deposit shall be repaid to the Lodger at the forwarding address provided to the Owner as soon as reasonably practicable after the end of the Licence Period and in any event within three months of the end of the Licence Period.

6 TERMINATION

6.1 The agreement may be ended:

6.1.1 by the Owner immediately without notice if:

(a) the Licence Fee or any other sum that is properly due to the Owner under this agreement is not paid on the day when it becomes due or if the Lodger is in breach of any of the terms of this agreement; or

(b) if the Lodger becomes bankrupt or enters into any form of arrangement with his creditors or is subject to enforcement of a judgement; and

6.1.2 by either party giving to the other party not less than one week's notice in writing to expire on a Friday served at any time; and

6.1.3 by either party without notice in the event that the Property is damaged or destroyed so that the Room is inaccessible or unfit for habitation provided that the Lodger shall not be entitled to terminate the agreement pursuant to this subclause if the damage or destruction was caused by the wilful actions, negligence or default of the Lodger or in the event that the Owner's insurance policy has been invalidated by any act or omission on the part of the Lodger.

6.2 Termination of this agreement pursuant to Clause 6 is without prejudice to the rights of either party in connection with any existing breach of or other obligation subsisting under this agreement.

7. DISPOSAL OF PERSONAL POSSESSIONS

The Lodger shall remove all personal possessions from the Property once the agreement has ended. If any of the Lodger's personal possessions are left at the Property after the agreement has ended, the Lodger will be responsible for meeting all reasonable removal and storage charges. The Owner will remove and store the possessions for a maximum of one month. The Owner will take reasonable steps to notify the Lodger at the forwarding address or the last known address. If the items are not collected within one month, the Owner may dispose of the items and the Lodger will be liable for the reasonable costs of disposal. The cost of removal, storage and disposal may be deducted from any sale proceeds.

8. LIMITATION OF THE OWNER'S LIABILITY

8.1 Subject to clause 8.2, the Owner is not liable for:

(a) the death of, or injury to the Lodger or his invitees to the Property; or

(b) damage to any property of the Lodger or that of his invitees; or

(c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Lodger or his invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

8.2 Nothing in clause 8.1 shall limit or exclude the Owner's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Owner or its agents; or
- (b) any matter in respect of which it would be unlawful for the Owner to exclude or restrict liability.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This agreement 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.
- 9.2 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 agreement or its subject matter or formation (including non-contractual disputes or claims).

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

Signed by the Owner

Signed by the Lodger