

6.1 Homeshare Tools and Templates - Model Homeshare Agreement

Disclaimer:

This sample Homesharing Agreement was drafted in July 2009 for illustrative purposes only. Several areas of law including housing, tax, benefits and contract law, which are complex and ever-changing, are relevant to good practice in this area. We cannot guarantee that this sample represents current good and legally sound practice. Organisations and individuals are strongly advised to obtain their own independent legal advice about the terms and liabilities of the agreement that will be used by their Homeshare scheme. It aims to set out the expectations of a voluntary arrangement, avoiding creating contractual obligations.

DEFINITIONS

The Householder: The person who owns or is a tenant of the property and who is offering accommodation.

The Homesharer: The person who is seeking accommodation and who is happy to offer some support on a voluntary basis.

The Property: The property owned or tenanted by the Householder .

PARTIES TO THE AGREEMENT

This Homesharing Agreement is between

The Householder

[Name of Householder]

[Address of Householder]

And

The Homesharer

[Name of Homesharer]

The agreement is facilitated by [our Homeshare scheme]. This Homesharing Agreement should only be amended with the approval of the parties involved and [our Homeshare scheme].

THE TERMS OF THE AGREEMENT

The Trial Homesharing Agreement will begin on [date] and will be reviewed after a trial period of [number] days. The Agreement contains no contractual obligations but instead sets out expectations. Where expectations change, this should be discussed and the agreement may need revising.

General expectations

1. Homesharing arrangements allow Householders and the Homesharers to share accommodation and family life. It provides benefits to both the Householder and the Homesharer. The Homesharer volunteers to help with household and other agreed tasks whilst living with the Householder. The arrangement also provides companionship and the opportunity to learn from each other
2. Homesharing is a voluntary unpaid arrangement. The Homeshare Agreement cannot be treated as and does not create a contract of employment.
3. The Homesharer occupies their room on a licence arrangement and pays no rent. The Householder will respect the Homesharers' privacy but reserves the right to access the room if necessary. The Homesharer does not therefore have exclusive use of a room or any part of the house and their occupancy does not create a tenancy.
4. The Householder and the Homesharer are responsible for insuring their own possessions and insuring against any risks arising out of the Homesharing arrangement.
5. The Householder is responsible for ensuring that their home is safe and free from hazards. The Homesharer has, however, a responsibility for safety in the home and is expected to act as a responsible household member.
6. Any dispute between the Householder and the Homesharer will be referred to the Homeshare Scheme Co-ordinator, [our Homeshare scheme], who will work with both parties to resolve the dispute.
7. The Agreement may be reviewed on request by either party and in any case will be reviewed annually, beginning a year from [start date]. Amendments to the Agreement should only be made with the approval of both parties and the Homeshare Scheme Co-ordinator.
8. In normal circumstances, it is hoped that participants would give reasonable notice before ending the Agreement. This is suggested as seven days' notice during the first trial month and 30 days' notice after that.
9. The arrangement may end immediately if the Homeshare Scheme Co-ordinator decides that there has been unacceptable behaviour by either party, an irreconcilable breakdown, a serious breach of the Agreement or some other factor affecting the safe and satisfactory continuation of the Homesharing arrangement. In that case the Homesharer will vacate the property immediately, leaving the property and the Householder's possessions in good order and condition, returning any keys to the property to the Householder and paying any money owing towards household bills etc.
10. [Our Homeshare scheme] is not an agent for either the Householder or the Homesharer. The scheme acts as a facilitator, supporting both parties to agree an acceptable shared living arrangement.
11. [Our Homeshare scheme], its management and staff cannot be held responsible for any claims, damages or consequences that may arise from this arrangement.

Expectations within this Homesharing arrangement:

The Householder and the Homesharer have agreed:

1. That the Householder will not make a charge to the Homesharer for their accommodation.
2. To respect each other's privacy and right to peaceful living arrangements.
3. To keep each other informed of normal hours of work/study/recreation and any anticipated periods of absence from home.
4. The Homesharer and the Householder will ensure that each knows when the other is going to be late or away.
5. That the Homesharer may have shared use of the following parts of the property and the Householder's possessions:
[Detail to be agreed]
The Homesharer will leave the room in which they are staying and the Householder's possessions of which they have use in good order and clean and tidy.
6. That the Homesharer will assist the Householder with the following:
[Detail to be agreed]
Assistance will be provided flexibly to suit the requirements of both parties and normally for no more than 10 hours each week.
7. The following arrangements for the purchase and storage of food and preparation of meals:
[Detail to be agreed]
8. The following arrangements for the purchase of cleaning products, house cleaning and laundry:
[Detail to be agreed]
9. The following arrangement for payment of household utilities (gas, electricity, water):
[Detail to be agreed]
10. The following arrangements about the telephone, television and internet services:
[Detail to be agreed]
11. The following 'house rules':
[Detail to cover smoking, alcohol, loud music or television, late night music or television and any other area important to both parties.]
12. Any limitations on friends visiting the Homesharer at the property:
[Does the Homesharer need to seek permission; will the Householder wish to meet the friends; can friends stay late or overnight?]
13. That any gifts that they give each other will be limited to inexpensive presents at traditional times.
14. That the Homesharer cannot be a beneficiary under the Householder's will and vice versa.
15. That at the end of this agreement, or when asked to by the Householder, the Homesharer will vacate the property, leaving it and householder's possessions in good order and condition, returning keys to the property to

the Householder and pay any money owing.
16. This Homeshare Agreement does not constitute a tenancy.

I understand the expectations of this voluntary agreement and that it creates no legal obligations.

The Householder

Name of Householder:

Date:

Witness to the involvement of the Householder (if any):

Name:

.....

Address:

Date:

The Homesharer

Name of Homesharer:

Date:

Witness to involvement of Homesharer (if any):

Name:

Address:

.....

.....

Date:.....

Name of Homeshare Scheme Co-ordinator witnessing agreement:

.....

Date:

Changes in the agreement.

When the expectations set out in the Homeshare agreement above change, please discuss with the Homeshare coordinator, who will make a note of the changes below.

[Please list any changes]

The revised Homesharing Agreement period will begin on [date]. We expect it to be relevant for a period of **[x days]**. The Agreement may be extended or amended with the approval of both parties and [our Homeshare scheme].

I understand the expectations of the Homesharing Agreement

The Householder

Name of Householder:

Date:

Witness to involvement of Householder (if any):

Name:

Address:

.....

Date:

The Homesharer

Name of Homesharer:

Date:

Witness to involvement of Homesharer (if any):

Name:

Address:

Date:

Name of Homeshare Scheme Co-ordinator:

Date:

Whilst this agreement is not a contract and so avoids asking participants to give signatures, we do advise that participants fill in their names and the dates personally.