#

Template: Insert org name & Householder Agreement

**This agreement is a contract between you (a Householder) and us, (insert org name here).** **It explains the basis on which we provide our matching service to you and sets out what you can expect from us. This agreement can only be amended with the written approval of both parties.**

|  |  |
| --- | --- |
| **Householder Full Name** |  |
| **Contact details** | **Email:****Telephone:** |
| **Property Address** |  |

Your Homeshare Coordinator is **XXX** and is contactable by email or phone using the following details:

**Email:** **XXX**

**Phone: XXX**

## Definitions

1. **‘Fee**’ – means the sum payable to us in accordance with clause 6.
2. **'Homeshare Coordinator’** – means the person (identified above) who acts as your coordinator and liaison for the Services.
3. **‘(insert org name here)’** – Detail your company information here including any company or charity registration numbers. *(for example, Homeshare UK would say - part of Shared Lives Plus, the UK network for Shared Lives, Homeshare and Family by Family.* *We are a registered charity (No 1095562 for England and Wales, No SC042743 for Scotland) and a company limited by guarantee (No 4511426).*
4. **‘Householder’** – refers to you (named above), an individual who is willing to offer accommodation for companionship to a person who is willing to volunteer for them.
5. ‘**Homesharer**’ – an individual who is willing to move in with a Householder and volunteer with them.
6. **‘Licence’** – means the licence we provide to be entered into between the Householder and the Homesharer which records the party’s arrangement in respect of accommodation and the Homesharer’s ability to occupy a room at the Property.
7. ‘**Property’** – is your home (detailed in the box above), which is shared with the Homesharer.
8. ‘**Services**’ – means the support services we provide to you, in the form of conducting robust safeguarding checks, carefully matching participants and providing ongoing support and monitoring of each unique Homeshare match, in accordance with this agreement.
9. **‘Voluntary Arrangement Letter’** – is the template letter we provide to be entered into between the Householder and the Homesharer to set out how the parties envisage the volunteering arrangements will work.

## Our Services (provided by insert org name here to the Householder)

**(insert org name here)** aims to provide our services to you in a friendly and professional manner. As part of the matching and mentoring process, **(insert org name here)** specifically agrees to provide the following services to you as a Householder:

* 1. We will speak with you to ascertain what support is required and what type of match would be preferable. We will do this through a combination of phone calls, emails and where possible face-to-face visits.
	2. We will perform background and reference checks on the Householder to check you are able to provide a safe and welcoming environment for a Homesharer and will uphold our mission, values and culture.
	3. Shortly after signing this agreement, we will visit the Property at a time that’s mutually convenient to us both, to make sure there is a spare room available, and the property is in good repair. We will write up our findings in the form of a risk assessment and write up a profile for you which will be shared with potentially compatible Homesharers.
	4. We will advertise for potential Homesharers to find the most suitable match based on the information you have provided to us.
	5. We will interview and assess applicants to determine whether you are likely to be compatible.
	6. We will perform enhanced background checks and obtain three professional references for potential Homesharers to check they are suitable to live sociably with you.
	7. We will assist you to arrange and we can be present for (if requested) introductory meetings between you and the potential Homesharer.
	8. We will provide you with access to our template documents and guidance materials to record the arrangements and to help you to make the most out of them..
	9. We can (at your request) assist you with completing the template documents between you and the Homesharer.
	10. We will maintain regular contact with you and the Homesharer, frequently in the early stages (weekly during the first month and normally monthly thereafter), to monitor progress and provide advice and support to the you and the Homesharer.
	11. We can repeat our services and work with you to find a new Homesharer when or if your match comes to an end.

## Considering potential Homesharers and agreeing matches

* 1. For the Homeshare Coordinator to find the best match for you, they need to get to know you. It is important that you are honest with us about your expectations and concerns.

**Please note:** we cannot guarantee to find a potential match or suitable candidates. We will do our best to search for potential Homesharers based on things you have in common, location and lifestyle, but ultimately the decision is up to you and the potential Homesharer. It may be challenging to find a suitable, compatible Homesharer who is able to meet all your needs, skills and goals. We also cannot predict how long it might take to find a potential match or suitable candidates as each partnership is different.

* 1. We will do our best to explain what Homesharers are likely to expect, what factors are likely to increase the number of potential matches and what it means to share your home day-to-day. A Homesharer does not provide any elements of personal care (e.g. bathing, medication administration, lifting and feeding) and should not be asked to do this as part of their volunteering.
	2. If we find a potential match, we will offer you a selection of candidate Homesharers for you to consider and provide you with an anonymous profile that summarises their gender, whether they are studying and/or working, what they enjoy doing in their spare time, what support they’re willing to provide and what they hope to gain from the experience of being a Homesharer .
	3. If you select a potential Homesharer, we will provide them with an anonymised profile which includes your gender, a description of Property (located to within a 5 mile radius), information about what you like doing in your spare time, what support you would like to receive and what you hope to gain from the experience of being a Householder. The Homeshare Coordinator will then arrange an introductory meeting.
	4. If both you and the potential Homesharer agree to meet, this normally happens within a couple of weeks, at the Property or a public place, and a time that is mutually convenient for you both. You are welcome to have a friend or family member present at the meeting.
	5. The initial meeting is an opportunity to talk about the things you have in common and discuss your lifestyles, to understand what it will be like to live together at the Property and what you can expect from one another.
	6. If your introduction is a success, the Homeshare Coordinator will support you and Homesharer to complete a **Volunteer Arrangement Letter**. This will detail how you would like the Homesharer to assist you with their volunteering.

## Making a success of your match

* 1. Homesharing relies on friendship, mutual respect, and support. Both parties have a need and something to give. This is not about a ‘transaction’ but more about embracing and sharing new experiences and skills.
	2. The Voluntary Arrangement records how you envisage the arrangement working at the outset, but, it is also important to communicate regularly and clearly between you, to avoid any misunderstanding.
	3. If something goes wrong and the arrangement is not working well, you can contact the Homeshare Coordinator who will try to reach an agreed resolution between you and the Homesharer. They will help get your match back on track, by offering advice and (if requested), arranging a meeting between you and the Homesharer to talk things through. We will work with you and the Homesharer to mediate any issues or problems that may arise.

**Important:** our helpline is not suitable for emergencies. Any issues concerning a medical or mental health emergency should be referred to the emergency services in the usual way.

## We expect our Householders to:

* 1. Provide rent-free accommodation to the Homesharer and live socially with them in the property in accordance with the Licence.
	2. Discuss and plan with the Homesharer each week, what volunteering the Householder would like to request that the Homesharer completes the following week.
	3. Maintain the Property to ensure it is safe from hazards and in a habitable condition.
	4. Ensure fixed electrical installations and appliances are functioning and safe.
	5. Provide **(insert org name here)** with proof of an annual Gas Safety check (renewed annually as required).
	6. Attend Householder group meetings and training organised by **XXX**, relevant to their role as a Householder.
	7. Follow the requirements of the **(insert org name here)** Safeguarding policy and work with us and the Homesharer in a way that will safeguard and promote the welfare of all.
	8. Not:
		+ pay any fees to the Homesharer for the support provided;
		+ offer gifts to, or accept gifts from the Homesharer, beyond small expressions of appreciation;
		+ make the Homesharer a beneficiary of the Householder’s Last Will and Testament;
		+ ask for or accept any professional or personal care from the Homesharer.

## Subscription Fees for (Insert org name here)

* 1. In exchange for our Services, you will pay a fee of **£XX.XX** per month from the date on which the Homesharer moves into the Property until the Homesharer vacates the Property. The Fee is payable, monthly in advance by **bankers standing order/direct debit** on either the 1st or 15th of each calendar month.
	2. If for any reason you have any difficulty in making any payments, please let us know as soon as possible so that we can review and work with you to find an alternative method of payment.
	3. **Before the Homesharer moves in, you will pay:**
* **the first month’s Fee; plus**
* **a pro-rata payment** for the days starting when the Homesharer is due to move into the Property up to and including the next payment date (either the 1st or 15th of the next calendar month).

This protects us from the risk that we incur costs taking steps to create a profile for you, carry out background checks and find suitable candidates for you, but you choose to cancel this agreement.

* 1. If you choose to cancel this agreement or the Homesharer vacates the Property, we will keep an amount which equates to the number of days from the date the Homesharer moves in, up until (and including) either:
		+ the date the Homesharer moves out; or
		+ you notify us that you wish to cancel this agreement,

 (whichever is earlier). We will return any remaining part of the Fee to you as soon as possible, normally within [14] days.

* 1. We will clearly explain in our invoices the Fee and provide a breakdown of any sums retained by us.
	2. If you fail to pay the Fee in full and on time we will:
		+ write to you, reminding you of the sum outstanding and confirm that payment is due within [14] days or our Services may be cancelled;
		+ set off any amount owing to us against the Fees you have paid in advance;
		+ suspend the Services until the payment has been made in full;
		+ charge interest on such sum from the due date at the annual rate of [4]% a year above the [insert name of bank]’s base lending rate from time to time.
	3. **We will review the Fee each year.** If during our evaluation, we decide to increase the Fee we will provide you with a minimum of two months’ notice.

## Guarantor paying Fees on your behalf:

##  We may require Guarantor(s) to sign this agreement on behalf of the Householder because either:

* + - the Householder lacks capacity but has not appointed someone with legal authority to manage their financial affairs and in the absence of an Attorney (or Deputy), we require some security that our Fees will be paid in the form of this guarantee;
		- the Householder is unable to afford the full cost of their Fees and the Guarantor(s) have agreed to pay on their behalf in the form of a guarantee.

## In exchange for us delivering the Services to the Householder, the Guarantor(s) promise to pay the Fees to us, in full without any set-off or counterclaim.

## The Guarantor(s) agree that the obligation to pay the Fees is a primary obligation and therefore the Guarantor(s) will be obliged to pay the Fees without us first having to recover the Fees from the Householder.

## We will not be entitled to recover the same Fees twice and therefore, we shall not:

* + - be entitled to recover any Fees from the Guarantor(s) under this agreement which have already been paid by the Householder;
		- be entitled to recover any Fees from the Guarantor which have already been paid by the guarantors under this agreement.

## The Guarantors (if there is more than one signing this agreement), will be jointly and severally liable for their obligations under this agreement. This means that we may, at our discretion, demand that:

* + - only one Guarantor satisfies all of the Guarantor’s obligations under the agreement;
		- all of the Guarantors satisfy the obligations of the Guarantors under this agreement in equal proportions;

## Length of this agreement and your right to cancel:

* 1. This agreement starts on the date it is signed by both you and us,and continues to renew, monthly until it is cancelled in accordance with these terms and conditions.

### Changing your mind within the first 14 days ‘cancellation period’

* 1. You have the right to cancel this agreement within 14 days without giving any reason and we will remove your Property from our catalogue. This is known as the 'cancellation period'. The cancellation period will expire after 14 days from the day of the conclusion of the contract.
	2. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement by contacting us:
		+ in writing, at [name] of **(insert org name here)**, **(insert org address here)**;
		+ by telephone **(insert number name here)**; or
		+ by email **(insert email name here)**.
	3. You may use the Example Cancellation Notice attached to this Agreement, but it is not obligatory. If you cancel this agreement by telephone, we will communicate to you an acknowledgement of receipt of such a cancellation in writing or by email, without delay.
	4. To meet the 14-day cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
	5. If you cancel this agreement within the 'cancellation period' but after a Homesharer has moved in, we shall charge a **fixed fee of £[AMOUNT] per day** from the day the Homesharer has moved in, up to the point of termination which represents the costs we have incurred in considering your request and seeking a suitable Homesharer for you.

### Cancelling this agreement after the first 14 days

* 1. You can cancel this agreement at any time after the 14-day 'cancellation period', provide you give us at least 30 days’ written notice and we will remove your Property from our catalogue.
	2. If you cancel this agreement after the 'cancellation period' but after a Homesharer has moved in, we shall **charge the Fee up to the end of your notice period**.
	3. You may always choose to cancel before our Fees increase, in line with our annual review at clause 6.7.

## Length of this agreement and our right to cancel:

* 1. We may cancel this agreement:
		+ during the first 30 days, provided we give you 2 weeks’ notice; and
		+ after the first 30 days, provided we give you 30 days’ notice.
	2. We may cancel this agreement immediately in circumstances where:
		+ you have failed to pay our Fees in accordance with clause 6;
		+ you have provided us with false, inaccurate or misleading information;
		+ you have demonstrated unacceptable behaviour to us, the Homesharer or potential candidates;
		+ you have committed a serious breach of this agreement;
		+ there is a significant risk of harm or danger to you or the Homesharer, which you have been unable to resolve (to our reasonable satisfaction).
	3. This agreement will terminate immediately in the event of your death and (for the avoidance of doubt) your estate will remain responsible for paying any outstanding fees.

## What happens this agreement ends:

* 1. We will return any sums you have paid in advance after deducting the outstanding Fees. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
	2. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
	3. You may keep a copy of your Voluntary Arrangement Letter and Licence, for your records but you must immediately cease all use of our other documents and materials and return any unused documents and materials to us.
	4. You must destroy the Homesharer’s personal data, unless they have given you explicit permission to keep it and use it for agreed purposes.

## Insurance, liability and responsibility:

* 1. This agreement concerns the delivery of our Services to the Householder. Homesharing is an unpaid arrangement between a Householder and a Homesharer. This agreement cannot be treated as and does not create a contract of employment, nor does it record any introduction of an employee, agent or worker by **(insert org name here)**. This agreement does not constitute a tenancy or licence.
	2. This agreement is separate to and independent of the Voluntary Arrangement Letter and Licence with your Homesharer. Nevertheless, we will notify the Homesharer if / when this agreement comes to an end.
	3. We cannot enforce any terms you have agreed with the Homesharer direct. We cannot take legal action to make them act, to refrain from doing something or to vacate the Property.
	4. The Householder and the Homesharer are responsible for the payment of any household bills and utilities between them. **(insert org name here)** is not liable for any costs or money exchanged between them. **(insert org name here)** cannot make any payments on behalf of the Homesharer to the Householder or vice versa.
	5. **Please note:** We cannot guarantee performance (continuous or otherwise) of the Voluntary Arrangement as it is a voluntary arrangement which means there are no obligations on either party.
	6. Our current insurance cover for public liability insurance in respect of any one claim is £10 million.
	7. Our liability to compensate you for loss or damage to your property is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.
	8. We will compensate you for loss or damage you suffer for our failure to carry out our duties imposed on us by law, unless that failure is attributable to:
		+ your own fault (or that of visitors to the Property);
		+ the fault of the Homesharer;
		+ a third party unconnected with the provision of our Services under this agreement;
		+ events which we could not have foreseen or prevented even if we had taken all reasonable care.
	9. Nothing in this Agreement limits or excludes our liability:
		+ for death or personal injury resulting from our negligence;
		+ for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us;
		+ our failure to comply with any terms implied into this contract by the Consumer Rights Act 2015.

## General Information

* 1. This agreement is facilitated by **(insert org name here)** and is between the Householder and **(insert org name here)**. It should only be amended (in writing) with the approval of the parties.
	2. We will respect your privacy and confidentiality and will only use your personal information as set out in our Privacy Policy. Our Privacy Policy explains what data we collect, and how and why we use that data, as well as lets you know whether we will need to share your data with other parties (for example doctors or social workers). You can find our Privacy Policy here: **(Insert link to privacy policy)**
	3. Nobody else has any rights under this agreement. This contract is between you and us (and any Guarantor if applicable). No other person shall have any rights to enforce any of its terms, except as explained in clause 7, if you have a Guarantor. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
	4. We may vary these terms and conditions by giving you at least 30 days' notice in writing. If you do not agree to the proposed change, you can terminate this agreement in the normal way and before the proposed change takes effect.
	5. We may transfer, assign, novate, charge or deal in any other manner with all or any of our rights under this agreement or may subcontract any or all of our obligations under it.
	6. You may not transfer, novate (a legal method for transferring), assign or subcontract your obligations under this agreement.
	7. This agreement shall be construed in accordance with the laws of [England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales][Scotland and shall be subject to the exclusive jurisdiction of the Courts of Scotland][Northern Ireland and shall be subject to the exclusive jurisdiction of the Courts of Northern Ireland].
	8. If you have a complaint about the Service, we would be very happy to discuss this with you, please inform the [named individual] as soon as possible. Advice about your legal and other rights in relation to this Agreement is available from your local Citizens' Advice Bureau or Trading Standards Office.

## Signatures

Please sign and return one copy of this agreement to **(insert org name here)**, keeping the other copy for your own reference.

EITHER:

☐ **Yes,** I would like the Services to start within the first 14 days ‘cancellation period’. I understand that if a Homesharer moves into the Property and I choose to cancel this agreement immediately within the 14 day ‘cooling off period’, I shall pay a fixed fee of £[AMOUNT] per day from day the Homsahrer moves in, up to the point of termination which represents the costs incurred in considering my request and seeking a suitable Homesharer for me.

OR

☐ **No,** I would not like the Services to start until the end of the 14 day ‘cooling off period’.

|  |
| --- |
| Householder |
| Signed:  | Full Name: | Date: |
| Attorney / Deputy signing on behalf of the Householder |
| “I am an Attorney/Deputy and confirm that I have read and understood the terms and conditions attached to this Agreement and have been provided with a copy of the document. I understand that I will be responsible for ensuring the Fees are paid out of the Homesharer’s funds.” |
| Signed:  | Full Name:Address: | Date: |
| Guarantor(s) |
| This agreement contains a Guarantee to be given by you. This contains a legal obligation to pay the fees. We recommend that you seek independent advice before signing this agreement and sign only if you want to be legally bound by its terms.“I have read clauses 6 and clauses 7 and understand my obligation to pay the Fees under this agreement. I understand that the Fees can change during the term of this agreement and that a failure to pay may result in the Services stopping.” |
| Signed:  | Full Name:Address: | Date: |
| Signed:  | Full Name:Address: | Date: |

|  |
| --- |
| (insert org name here) |
| Signed:  | Full Name: | Date: |

**Example Cancellation Notice**

If you wish to cancel this agreement we ask that you do so in writing and deliver personally or send (which may be by electronic mail) this notice to the person named below. You may use this form if you want to, but you do not have to.

(*Complete, detach and return this form only if you wish to cancel this agreement*)

To: [insert name] of **(insert org name and address here)**

I wish to cancel my agreement for **(insert org name here)** Services dated …………………. (*insert date*)

Signed: ………………………………………………

Name and Address: ………………………………………………

Date ………………………………………………

**Guidance notes for consideration when amending this document**

Within this document, there are some areas [highlighted yellow] where you can confirm the fee amounts and contact details or choose the applicable jurisdiction depending on your organisations own preference. Once you have amended this detail, remove the yellow highlighted area before issuing the agreement to a Homesharer.