#

Template - Excluded Licence Agreement - Scotland

## Excluded Licence Agreement for

Insert Householder Name

Please Delete: This template agreement was produced by Homeshare UK with the guidance of legal professionals, Anthony Collins.

## Welcome to your new home

I want you to enjoy living in your new home and believe it is important that I make it clear from the start of your licence agreement what you can expect from me and in turn what I will expect from you during your licence agreement. This document sets out your rights and responsibilities and my responsibilities to you as licensor under your licence agreement.

## What type of agreement do you have?

This is a licence agreement allowing you to use your room and communal areas. You do not have exclusive occupation of any particular part of your room or the property or facilities. This agreement is NOT a tenancy.

## My expectations

I expect you to look after your home and to treat your neighbours in the way you would like to be treated. You must adhere to the terms of this licence agreement. I believe that these are reasonable expectations.

## What happens to my licence agreement if I breach the terms and conditions?

If you do not keep to the terms and conditions, I may seek to end your licence agreement.

It is therefore important that you and your visitors know exactly what is expected whilst you are my licensee. Please read your licence agreement carefully and ask me any questions if there is anything you don’t understand. If you have any difficulties reading, tell me and I will go through the terms with you or will arrange this for you.

Please also ensure that you keep this licence agreement in a safe place as you may wish to look at it if you have a question about it in the future.

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## DETAILS OF YOUR LICENCE AGREEMENT

**THIS AGREEMENT (the “Licence”) IS MADE BETWEEN:**

|  |  |
| --- | --- |
| **Licensor’s name**: | [insert householder’s name] of [address] [acting by [insert name] who is [insert name of householder’s] [Court of Protection Deputy][or][appointed attorney] and therefore acts as [insert householder’s] agent] (“I, “me” and the “Householder”).  |
| **AND** |  |
| **Licensee(s) Full names:**  | …………………………………………………………………..………………………………………………………….(“you” and the “Homesharer”)  |

## 1.GENERAL TERMS

1.1 You and I agree that:

* if a word is set out in bold in this Licence when it is first used then its meaning is set out in Schedule 1 of this Licence; and
* the clause, paragraph, schedule, and appendix headings do not form part of this **Licence** and shall not be taken into account in its construction or interpretation.

1.2 I grant **you** the right to occupy your **Room** at [insert room description] which is part of the **House** at:

|  |
| --- |
| ………………………………………………………………………………………………… |
| ………………………………………………………………………………………………… |
| ………………………………………………………………………………………………… |

on the terms and conditions set out in the Licence with the use of the **Communal Areas** [and the **Contents**, listed in Schedule 3]. [Pictures of your Room are attached to this Licence at Appendix 2].

* 1. You must not allow anyone other than yourself to live in your Room.
	2. The **Start** **Date** of this Licence is …………………………
	3. This agreement is a Licence. It is not a tenancy. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens’ Advice Bureau

### Nature of this Licence

1.6 This Licence allows you to occupy a room at the House but not a specific one. So that the House can be properly managed and meet the needs of other residents of the House (including me) I may require you to move your Room from time to time without notice or your agreement. You may have to move rooms for any reason including where I consider it is necessary for the emotional or physical health of any person at the House.

1.7 This Licence does not give you exclusive possession of the Room. I retain control, possession and management of the Room and you have no right to exclude me from the Room. I and my contractors can enter the Room at any time without notice but I will use this right with consideration for your well-being.

[Gifted Items

1.8 If I provide any **gifted items** at the Start Date these are listed in Schedule 4 of this Licence. I am not responsible for any **Works** needed to the gifted items.]

**Before signing this Licence, I have been requested to read, and I understand the terms in this Licence, which includes the terms set out below and I confirm I have done so.**

OPTION 1 FOR SIGNING – SELECT IF HOMESHARER NOT CONTRIBUTING TO OUTGOINGS.

Signatures will need to be witnessed by an independent person – not a family member. Note this assumes each party physically capable of signing.

Signed as a deed by [FULL NAME OF HOMESHARER], the Homesharer,

 ……………………………………………………….

In the presence of

 ………………………………………………………

 [Signature of witness]

[NAME OF WITNESS]

[ADDRESS OF WITNESS]

[OCCUPATION OF WITNESS]

Signed as a deed by [FULL NAME OF HOUSEHOLDER], the Householder

 ……………………………………………………….

In the presence of

 ………………………………………………………

 [Signature of witness]

[NAME OF WITNESS]

[ADDRESS OF WITNESS]

[OCCUPATION OF WITNESS]

OPTION 2 FOR SIGNING – SELECT IF HOMESHARER IS CONTRIBUTING TO OUTGOINGS.

|  |  |
| --- | --- |
| ……………………………………………………………………… | Date……………………… |
| ………………………………………………………………………………………………………… |
| **NAME IN CAPITALS** |
| **Signed by the Homesharer**  |
| ………………………………………………………………………… Date………………………**Signed by and on behalf of the Householder**2. YOU AND THE HOUSEHOLDER AGREEFood and household products**2.1** To make and honour the following arrangements for the management of small purchases such as bread and milk:[Insert details as agreed e.g. Both parties put £10 a week cash in kitty, always provide receipts]**2.2** To make and honour the following arrangements for the purchasing, cooking and sharing of food: [insert details as agreed e.g. purchase food for themselves and prepare meals independently] **2.3** To make and honour the following arrangements for the purchase of shared household products: [Insert details as agreed e.g. Purchase cleaning and laundry products for joint/personal use, specifically toilet roll, washing powder etc.]Energy Efficiency Payments**2.4** That:* you do not have and will not gain any rights of ownership in respect of any part of any **Energy Efficiency System;**
* subject to any agreement I have with a third party otherwise, I will be entitled to receive all **Energy Efficiency Payments** (irrespective of whether I or a third party owns the Energy Efficiency System);
* if asked, you shall reasonably assist me to ensure I have the benefit of any Energy Efficiency Payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the Energy Efficiency Payments, confirming that I am so entitled to benefit; and
* you may use any electricity and/or heat generated by any Energy Efficiency System.

Reserved rights **2.5** I retain the following rights over the Room and the House for the benefit of me or any third party authorised by me:* the right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any Energy Efficiency System in and on the Room and/or the House (including the right to attach the Energy Efficiency System to the Room and/or the House and remove any part or the whole of the Energy Efficiency System from the Room and/or the House);
* the right to change the position of any part of the Energy Efficiency System in or on the Room and/or the House with your prior consent, which you must not unreasonably withhold;
* the right to use all means of reasonable access to and through the Room and/or the House for access to and from the Energy Efficiency System so that I or any third party authorised by me can exercise the rights set out in this clause;
* the right to connect into, use and alter the existing electrical cabling, installations and other service media within the Room and/or the House in connection with the use of the Energy Efficiency System for the generation of electricity via the Energy Efficiency System, including exporting electricity or gas to the Grid, and the passage or transmission of utilities to and from the Energy Efficiency System and the Room and/or the House; and
* the right to support and protection for the Energy Efficiency System from the Room and the House.

Third Parties**2.6** Nothing in this Licence shall give to any other person any benefit or the right to enforce any term of this Licence and you and/or the Householder may vary or end this Licence without being required to obtain the consent of any other person.Changing the terms of this Licence**2.7** The terms of this Licence can only be changed by the written agreement of you and me.Service of Notices**To serve a notice on you****2.8** Any notice which I must serve on you will be validly served if it is addressed to you and posted or delivered to your Room or the House.**To serve a notice on me****2.9** You can serve any notice on me if you send or deliver it to me at the address on page 4 of this Licence. My consent**2.10** Any reference in this Licence to the giving of consent by me requires the consent to be in writing. **2.11** Any such consent given by me under this Licence may:* have reasonable conditions attached to it which you must comply with;
* be limited to a specific time period; and
* be withdrawn by me on reasonable grounds by giving you written notice.

References**2.12** All references in this Licence to sections and schedules of Acts of Parliament are to be regarded (unless I decide otherwise) as including:* references to those sections and schedules as amended, varied, replaced or re-enacted from time to time; and
* all subordinate legislation made from time to time under that Act of Parliament.

3. MY OBLIGATIONS – What I Must Do**I AGREE:**Possession: letting you into your Room**3.1** To allow you to occupy your Room until the Licence is ended.Condition of Property and Fixtures and Fittings**3.2** To maintain the House to ensure it is safe from hazards and in a habitable condition for you.**3.3** To ensure any fixtures and fittings provided are safe and functioning.Insurance: What I will insure**3.4** To insure the structure of the House and any Energy Efficiency System (but not [the Contents] fixtures and fittings or your personal belongings) against any risks (for example fire) I reasonably believe I need to cover. For the avoidance of doubt this means that you are responsible for the insurance of your possessions and your personal safety. If you or I cause damage to the property of each other, we will be liable for it, save for the to the extent that it is covered by the wronged party’s insurance cover.Data Protection**3.5** As the ‘controller’ of the ‘personal data’ I hold about you I am committed to data protection and upholding your rights over your data by complying with all relevant data protection legislation. I will process the personal data in your Licence in order to manage my licensor and licensee relationship with you including sharing data with my agents and other contractors as necessary. 4. YOUR OBLIGATIONS – What You Must Do**YOU AGREE:**Possession: Living in your Room**4.1** To move into and live in your Room from the Start Date and to accept and co-operate with me. **4.2** To tell me as soon as practicable if you will be away from your Room for more than [one week]. You must provide me with your contact details or the contact details of someone else in the local area who can deal with an emergency on your behalf. Assignment **4.3** Not to assign or part with possession of the whole of your Room or the House.Lodgers and sub-letting **4.4** Not to take in a lodger.**4.5** Not to part with possession or sub-let (including granting any holiday lettings) the whole, or any part of your Room or the House. Outgoings **4.6** To pay the contribution of £[insert figure] per month (as set out below) towards household bills and utilities via bank transfer or Direct Debit on the [insert date] of each month.

|  |  |
| --- | --- |
| **Utility/Bill Type** | **Contribution** |
| Gas | £ |
| Electricity | £ |
| TV licence | £ |
| Broadband | £ |
| Water | £ |
| Council Tax | £ |
| [Any other charges] | £ |
| Total | £ |

**4.7** I will notify you of any increase of these contributions by giving you two weeks’ notice in writing.Overcrowding **4.8** Not to allow your Room to become statutorily overcrowded (as defined in the Housing Act 1985).Gardens, driveways and paths **4.9** To:* keep any garden, drive, pathway, path, shed, store, pond, greenhouse, fence, or other structure, that form part of the House, clean and tidy;
* ensure you do not allow rubbish, disused equipment, household items or other waste to be kept in or around the garden of the House or in Communal Areas other than in designated receptacles;
* not remove any tree, hedge or wall from the garden of the House without first getting my consent; and
* not install any shed, greenhouse, garage, aviary, cage or similar structure in the garden of the House without first getting my consent and any planning permission or any other permissions that may be needed.

Use of the Room and the House **4.10** That neither you nor your visitors, shall operate a business or any other commercial activity at the Room and/or the House without first getting our consent and any planning permission or any other permissions that may be needed.**4.11** That neither you nor your visitors, shall commit, threaten to commit nor support any act of **Terrorism** at the Room and/or the House. **4.12** That neither you nor your visitors shall use or threaten to use the Room and/or the House for any illegal, immoral or unlawful activity.Examples of illegal, immoral and/or unlawful activities include (but are not limited to):* selling, supplying, storing, growing and/or possessing illegal drugs (whether or not for your personal use);
* storing or distributing racist material or illegal pornography;
* prostitution;
* storing, possessing and/or handling stolen goods; and
* storing, and/or possessing illegal or unlicensed firearms and/or weapons.

Signs**4.13** That neither you nor your visitors shall put up or display any notice, trade plate or advertisement inside the Room and/or House so as to be visible from outside the Room and/or House and/or on the outside of the Room and/or the House without first getting my consent. **Nuisance: What you, your friends and family must not do and whose behaviour you must control****4.14** That you or your visitors will not do, or threaten to do, anything which causes, or is likely to cause, or is capable of causing, a nuisance and/or annoyance to:* anyone else living in, visiting, working or engaging in a lawful activity at the Room, the House and/or the locality; and/or
* any of my contractors.

**4.15** To be responsible for the behaviour of:* any person, including children, visiting the Room or the House; and/or
* any Pet belonging to you (if my consent has been granted) or your visitors when they are in the Room or the House and/or in the locality and/or in the Communal Areas.

Examples of behaviour which will or is likely to, or is capable of, causing a nuisance and/or annoyance include (but are not limited to):* unreasonable noise such as loud music, radios, television, electronic equipment, musical instruments, shouting, screaming, revving car or motorcycle engines, banging on party walls or ceilings, throwing furniture, banging and slamming of doors and disturbance from do-it-yourself works
* selling drugs;
* using abusive and/or offensive language;
* playing ball games close to someone else’s home;
* vandalising property; and
* being violent or threatening violence towards someone.

Harassment: bullying, pestering and upsetting other people**4.16** That you or your visitors, will not:* harass or threaten to harass any person for any reason, including (but not limited to) harassing someone on any of the **Harassment Grounds**; and/or
* do anything which interferes with, or is likely to interfere with, the peace and comfort of, or cause offence to:
* - any other person living in the House or their visitors;
* - an adjoining occupier;
* - my contractors; or
* - any person living in, visiting or engaging in a lawful activity in the locality.

Domestic violence and/or abuse: Violence and abuse towards others**4.17** That you or your visitors, will not be, or threaten to be, violent and/or **Abusive** towards:* any current or former partners; and/or
* their friends and/or family,

in the Room and/or the House.Access: When you must let us into the Room **4.18** To allow me, my agents and/or contractors into the Room at any time.**4.19** That if you do not allow access to the Room to me, my agents and/or contractors, then you shall pay to me my reasonable costs and/or losses incurred as a result of your failure to allow access within [four weeks] of me requesting payment from you.Pets **4.20** Not to keep any Pets in your Room and/or the House or allow Pets to visit without first getting my consent. Communal Areas and facilities **4.21** That you and your visitors, will keep any Communal Areas in a clean and tidy condition.**4.22** That you and your visitors will use any facilities provided within the Communal Areas (in a responsible manner, giving due consideration to me, your neighbours and other users and not blocking access to such facilities nor blocking any refuse disposal facilities.Vehicles **4.23** That neither you nor your visitors will park any van (under 5.5 metres long), motor car, motorcycle or moped anywhere at the House other than where it is roadworthy taxed and insured and provided it is parked in any:* designated parking space (where these exist) that I have given you specific or implied consent to use;
* at the House on any hardstanding or approved access provided by me; or
* shared car park (where these exist).

**4.24** That you and your visitors will park with due care and consideration to other road users and pedestrians without obstructing any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or other parking spaces in the locality.**4.25** That neither you nor your visitors will park any van (over 5.5 metres long), mobility scooter, caravan, motor home, boat, trailer, lorry or similar vehicle anywhere at the House without first getting my consent.**4.26** That neither you nor your visitors shall carry out any repairs or servicing of any vehicle(s) in the House and/or the Communal Areas without first getting my consent.Damage **4.27** That you are responsible for Works required to the Room, the House, [the Contents], and/or any Energy Efficiency System which are not my responsibility and/or result from any damage or neglect caused by you and/or your visitors and/or Pets. **4.28** That you, your visitors or your Pets (if permitted) will not graffiti, deface or cause damage to, and will take every reasonable precaution to prevent damage (including, but not limited to, damage by Pets, frost, fire or explosive materials) to the Room, the House, [the Contents], and/or any Energy Efficiency System.Maintenance and Decoration **4.29** To keep the Room, [the Contents] and the House in a good and clean condition and to decorate inside your Room as often as is necessary to keep it in reasonable decorative order. Improvements, alterations and additions**4.30** Not to make any **improvements** to the Room, the House, [the Contents,] and/or any Energy Efficiency System.[The Contents4.31 That you and your visitors will not:* sell, rent or give away the Contents;
* damage, vandalise or destroy the Contents; and/or
* remove the Contents (if any) from the Room.]

Interference **4.32** That you or your visitors will not tamper with and/or damage:* security or safety equipment (such as fire and smoke alarms, any equipment for putting out fires, door entry systems, security gates and closed-circuit systems);
* anything which supplies or is in connection with the supply of gas, electricity, water or any other services;
* equipment used for ventilation; and/or
* any Energy Efficiency System,

in the Room or the House.Reporting repairs: Telling me about any repairs I need to do**4.33** To report to me promptly anything which is in disrepair including any Energy Efficiency System [and the Contents] which is my responsibility to repair. Health and Safety**4.34** Not to bring into or keep anything (including substances) in the Room and/or the House which may or is likely to cause an explosion.**4.35** To protect your and other residents’ safety and security by:* complying with any health and safety or fire instructions relating to the Home and/or Communal Areas;
* closing external, safety and fire doors in and to the Room and/or the Home; and
* controlling and not lending out any key or fob to the House and any Communal Areas.

**4.36** That you or your visitors will not obstruct or keep or leave rubbish, dangerous materials or belongings which could constitute a health or fire safety risk in the Room, the House or on any Communal Areas.Failure to carry out Works**4.37** That if you breach your responsibilities to carry out Works under this Licence, I shall be entitled to either:* carry out the Works to put right your breach; or
* serve a notice on you telling you what Works you must do to put right the breach; and you must put right the breach within whatever reasonable timescale I set out in the notice and to a reasonable standard, which I will be entitled to inspect.

If I carry out Works to put right your breach because:* I have inspected the Works you have done in response to a notice from me and they are not to a reasonable standard;
* you have not carried out Works in response to a notice from me within the reasonable timescale set out in the notice; or
* I have decided to carry out the Works to put right your breach,

you shall pay to me my reasonable costs of doing so within [four weeks] of me requesting payment from you.This clause applies to Works required resulting from your breach of this Licence which includes (but is not limited to) the following clauses:* keeping the garden clean, tidy and free from rubbish (clause 4.9);
* undertaking repairs, maintenance and decoration that are your responsibility (clause 4.27 and 4.29);
* repairing any damage caused that you are responsible for repairing (clauses 4.27, 4.28, [4.31] and 4.32);
* undertaking any unauthorised improvements (clause 4.30);
* [looking after the Contents (clause 4.31)];
* removing items from and cleaning the Room, the House and/or Communal Areas clauses 4.21, 4.22 and 4.36); and
* your parking obligations (clause 4.23 to 4.26) (such Works may include removing your vehicle)

Title and Planning**4.38** You must comply with any obligations concerning the use of the Room and the House in title deeds or in any planning permission, details of which (if any) are attached to this Licence at Appendix 1. You must comply with the terms and conditions (other than financial obligations) where those terms concern you and the Room and the House. Where those terms conflict with the terms of this Licence, those terms will prevail. Temporary vacation of your Room for Works **4.39** That where I or my agent acting on my behalf is required to carry out Works to the Room and/or the House, to comply with any of my obligations under this Licence or imposed on me by law or otherwise, and the Works cannot reasonably be carried out whilst you remain in the Room or the House, then you agree that you will:move out of the Room and the House for as long as is necessary for me or my agent to carry out the Works in exchange for me or my agent arranging alternative and temporary accommodation for you; and* move out of the temporary accommodation upon the Works being completed (as to the date of which my or my agent’s decision shall be final) and move back into the Room on reasonable notice being given to you by me or my agent.
* move out of the temporary accommodation upon the Works being completed (as to the date of which my or my agent’s decision shall be final) and move back into the Room on reasonable notice being given to you by me or my agent.

[House Rules 4.40 To comply with the House Rules (which at the Start Date are listed in Schedule 5 but may be changed by me on written notice to you from time to time).] Ending your Licence**4.41** To:* give me at least four weeks’ notice that you want to end this Licence; and
* allow me with or without prospective licensees to inspect the Room, [and the Contents] and any Energy Efficiency System before the [four week] notice period ends.

**4.42** To give me possession of the Room at the end of the Licence.Moving out **4.43** That on the date which this Licence ends:* you will move out and not leave anyone else and/or any Pets in the Room or the House;
* you will return the keys (and where applicable all the door entry fobs) to the Room and the Home to me by 10:00am;
* you will leave the Room, [the Contents] any Energy Efficiency System and my fixtures and fittings, in a clean and good condition;
* [you will leave the Contents in the Room];
* you will leave the Energy Efficiency System at the Room and the House; and
* you will remove all furniture, personal possessions and rubbish from the Room and the House.

**4.44** That if you do not return the keys (and where applicable all the door entry fobs) by 10.00am on the day this Licence ends you will pay to me the reasonable costs of changing the locks to the Room and the House and replacement locks and key(s) within [four weeks] of me requesting payment from you.**4.45** That on the day this Licence ends, if you do not:* remove all personal possessions (including Pets) and rubbish;
* leave the Room (including my fixtures and fittings) [and the Contents] and the Energy Efficiency System in a clean and good condition;
* [leave the Contents in the Room]; or
* leave the Energy Efficiency System at the Room and the House,

you will pay to me my reasonable costs of storing your goods or carrying out such Works necessary to put right your breach within [four weeks] of me requesting payment from you.**4.46** If you do leave any personal possessions at the Room or the House once the Licence has ended, I:* may dispose of them; or
* shall be entitled (but not obliged) to sell them,

after taking reasonable steps to notify you and giving you a reasonable time to collect them. The costs of storage and/or sale of your personal possessions and other sums of money owed by you to me under this Licence, may be deducted from any sale proceeds. 5. HOW I MAY END YOUR LICENCE **YOU AND I AGREE:****5.1** I can end the Licence for any reason by giving you reasonable notice in writing. I will normally give you [four weeks] notice to end the Licence but I can end the Licence on much less notice. You are likely to be given less than [four weeks] notice if you have been disruptive, intimidating, violent or uncooperative. In cases where your behaviour threatens the health, safety or welfare of myself, my agents or neighbours or you or your visitors cause damage to your Room or the House, you may be required to leave immediately. **5.2** The Licence is likely to be ended if:(a) you fail to keep to or have breached the terms of the Licence;(b) you and/or your visitors cause damage to your Room or the House;(c) you and/or your visitors cause serious and/or persistent nuisance to me, other people who live at the House or any visitors to the House;(d) your continuing occupancy of the Room would/could pose a threat to you, me or other people who use the House; or(e) I want to the arrangement to end.**5.3** If you do not leave the Room and the House at the end of the reasonable notice period, then I do not need to obtain a Court Order for possession to evict you from the Room.Schedule 1 – Definitions **You** and **me** agree the following words shall have the following meanings:

|  |  |
| --- | --- |
| **Abusive** | includes (but is not limited to) any behaviour which consists of:* physical or sexual abuse
* violence or threatening behaviour
* controlling behaviour including (but not limited to) behaviour designed to:

make a person subordinate and or dependent by isolating them from sources of supportexploit a person’s resources and capacities for personal gaindeprive a person of the means needed for independence, resistance and escaperegulate a person’s everyday behaviour* coercive behaviour including (but not limited to) assaulting, threatening, intimidating and other forms of abusive behaviour used or designed to harm, punish or frighten a person
* economic abuse; including (but not limited to) behaviour that has a substantial adverse effect on a person’s ability to:

 acquire, use or maintain money or other property; orobtain goods or services* psychological, emotional or other abuse.
 |
| **Communal Areas** | which includes shared communal areas of the House such as (but is not limited to) any bathroom, kitchen areas, lounge areas, toilets, stairways, lifts, communal gardens, balconies, hallways, landings, washrooms and parking areas, but excludes the room allocated as my bedroom from time to time. |
| **[Contents**  | means the furniture, furnishings, fixtures and other items listed in Schedule 3 of this Licence which you have permission to use with your Room under this Licence] |
| **Energy Efficiency Payments** | includes (but is not limited to) * any benefits arising as a result of the Energy Efficiency System being connected to the Grid and any environmental or renewable benefits (including feed in tariffs and renewable heat incentive payments) relating to the Energy Efficiency System (including any monetary payments)
* any payments arising as a result of supplies of electricity and exports of electricity to the Grid from the Energy Efficiency System
* any revenue generated in relation to the Energy Efficiency System
 |
| **Energy Efficiency System** | means any * low carbon generator equipment including solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology; and
* renewable heat technology equipment of fuel source, including ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the Grid, together with
* any invertors, meters, monitoring equipment, cabling and other associated media and works; and
* any addition or replacement,

that I, or a third party with my permission, may install  |
| **[gifted items** | means any electrical items, soft furnishings or other items gifted to you on the Start Date as listed in Schedule 4 of this Licence. I am not responsible for any Works needed to any gifted items] |
| **Grid** | means any distribution system for electricity and/or gas in England as operated by persons licenced by Ofgem |
| **Harassment Grounds** | means harassment for any reason including (but not limited to) harassing someone on any of the following grounds:* age
* disability
* gender reassignment
* marriage and civil partnership
* pregnancy and maternity
* race
* religion or belief
* sex
* sexual orientation
 |
| **House**  | means the land and buildings which your Room forms part of described at clause 1.2 of this Licence and includes any garage, driveway, allocated parking space, outbuilding or garden and any paths, hedges and/or fences exclusively for the House and owned by me and includes the Communal Areas including any fixtures and fittings owned by me  |
| **improvements**  | means any improvements, alterations or additions including (but not limited to):* installing central heating or a gas fire;
* putting up any radio or television aerial, satellite dish, alarm, camera or CCTV;
* removal of floor tiles;
* installing laminate flooring;
* installing a shower
* replacing kitchens/bathrooms
 |
| **Licence** | means the legal agreement between you and me where I allow you to live in the Room and where both you and me agree to do various things which are set out in the Licence |
| **Pets** | includes but is not limited to any animal, bird, reptile, insect or fish belonging to you or a visitor |
| **Room** | means the room you have the right to use under the terms of this Licence, described at clause 1.2 of this Licence including any fixtures and fittings owned by me [(except the Contents)]. For the avoidance of doubt the Room does not include any Energy Efficiency System that may be fitted to the Room at the Start Date or at any time during the Licence or any part of the Room to which any Energy Efficiency System is attached |
| **Start Date** | means the start date of this Licence as inserted at clause 1.4 of this Licence. |
| **Terrorism** | includes (but is not limited to) any action which is* designed to influence the government or to intimidate the public or a section of the public; and
* made for the purpose of advancing a political, religious or ideological cause; and
* the action
	+ involves serious violence against a person
	+ involves serious damage to property
	+ endangers a person’s life, other than that of the person committing the action
	+ creates a serious risk to the health or safety of the public or a section of the public
	+ is designed to seriously interfere with or disrupt an electronic system
 |
| **Works** | means any works and for example includes but is not limited to installing, maintaining, improving, repairing, replacing, cleaning, clearing, removing and disposing of and/or making good |
| **you** | means the licensee (s) of the Room under this Licence.  |

Schedule 2 – The Contents **THE CONTENTS**□□□□□□□□□□□□We agree that the Contents are listed above. …………………………………………………………….. Dated……………………………**Signed by the Homesharer**…………………………………………………………….. Dated……………………………**Signed by and on behalf of the Householder**Schedule 3 – Gifted Items **THE GIFTED ITEMS**□□□□□□□□□□We agree that the gifted items are listed above. …………………………………………………………….. Dated……………………………**Signed by the Homesharer**…………………………………………………………….. Dated……………………………**Signed by and on behalf of the Householder**Schedule 4 – House Rules **In addition to the areas covered within the main body of the Licence, the Householder and Homesharer mutually agree:** **General**1. To refrain from excessive noise or any other activity that disturbs the peace and privacy of the other party without prior discussion and agreement.
2. To keep each other informed of normal hours of work/study/recreation and agree if possible or give [NUMBER] [weeks’][days’] notice of any anticipated periods away from home or arriving home late after **[TIME].**

**Regarding the property and material assets:**1. To live socially together at the House.
2. To make and honour the following arrangements for the cleaning of the Communal Areas:

[Insert details as agreed e.g. How often, routines, do’s/don’ts?] 1. The Homesharer will store their food in the locations listed:

[Insert locations as agreed e.g. anywhere/one cupboard plus one shelf in both fridge and freezer/labels?]1. To make and honour the following arrangements for the use of shared household appliances and equipment:

[Insert details as agreed e.g. what white goods are there? Shared use of washing line but Homesharer must use own airer?] 1. The Homesharer will be expected to provide their own items as follows:

[Insert items as agreed e.g. towels, bed linen, kitchen utensils] 1. To make and honour the following arrangements for the use of TVs, radios and other entertainment systems:

[Insert details as agreed e.g. What devices are in place, can Householder and Homesharer use each other’s devices?]1. To make and honour the following arrangements for the use of telephone and internet:

[Insert details as agreed e.g. Homesharer not permitted to use home phone unless in an emergency.]1. To make and honour the following arrangements for the use of central heating:

[Insert details as agreed e.g. Temperature of home? Putting heating on? Use of a timer?]1. To make and honour the following arrangements for smoking and consumption of alcohol in the House:

[Insert details as agreed. e*.g. Smoking outside the property o*nly.]1. To make and honour the following arrangements for visitors to the House:

[Insert details as agreed e.g. The Homesharer may have friends and family to visit them at the property, providing the timing and frequency does not interfere with the peace and privacy of the Householder/specific times/activities] 1. [To make and honour the following arrangements regarding the Householder’s animal[s] at the property:]

[Insert details as agreed E.g. Householders Jack Russell to have free roam of property except Homesharer’s room]**Other**1. The following religious and cultural considerations are to be noted:

[Insert details]1. [Insert details of any other specific requirements]

Appendix 1 – Title and Planning  |
|  |

## Appendix 2 – Photographs of your room