

\*This page does not form part of the Agreement

The following Service Occupancy Agreement may be used where the terms of the employee's occupancy are to be kept confidential for administrative reasons) or the existing provisions.

As stated in the document description, the Service Occupancy Agreement must be a strong link between the employee's occupation and the terms of their employment. The agreement must therefore contain the following draft clause (which requires the employee to perform their duties under the terms of their employment arrangement).

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## 1. ACCOMMODATION

- 1.1 You will live in <[Property Name]> (hereinafter referred to as "the Property") for the performance of your duties. This will give you a right to remain in the Property. It does not create a tenancy between you and the Employer.
- 1.2 You and the Employer agree that you will have no right to remain in the Property after the period of employment comes to an end.
- 1.3 You shall enter into a Service Occupancy Agreement with the Employer on the date of Employment are

(hereinafter referred to as "the Property") for the performance of your duties. This is [essential for the performance of your duties]. This will give you a right to remain in the Property. It does not create a tenancy between you and the Employer.

You and the Employer agree that you will have no right to remain in the Property after the period of employment comes to an end.

You shall enter into a Service Occupancy Agreement with the Employer on the date of Employment are

**AGREEMENT** dated the << >> of

**Contract:** The contract made between the Employer and the Employee, a copy of which is attached to this agreement]

**Employer:** [<<Company's address>>] **OR** [<<Employer's address>>]

**Employee:** <<Employee's address>>  
[<<Employee's address>>]

**Property:** The <<household goods>> specified in the inventory signed by the parties  
<<Address>>  
<<Address>>  
<<Address>>

**Licence Period:** The period during which the Employee is employed by the Employer until

## 1. LICENCE

- 1.1 The Employer permits the Employee to occupy the Property for the Licence Period.
- 1.2 The Employer and the Employee agree that the Employee shall reside in the Property [to better perform their duties under the Contract] **OR** [for the Employee to perform their duties under the Contract]
- 1.3 The Employee acknowledges that this agreement creates a relationship of landlord and tenant between the Employer and the Employee.
- 1.4 This licence is personal and may not be transferred.

## 2. THE EMPLOYEE'S OBLIGATIONS

The Employee agrees with the Employer:

### 2.1 Payments

- 2.1.1 To pay all charges for the supply of electricity, gas, water and cable services to the Property during the Licence Period.
- 2.1.2 To pay the tax on the Property.
- 2.1.3 To pay the council tax to the relevant local authority.
- 2.1.4 If the Employer provides a television receiver, video equipment, or other equipment, the Employee shall return it to the hirer on termination of the Licence.

- 2.1.5 The Employee shall pay the reasonable costs of replacing a key or security device to the Property upon receipt of written evidence of the loss to the Employer.
- 2.2 **Repair and maintenance of the Property and contents**
- 2.2.1 The Employee shall use a reasonable and careful manner and not allow anyone to use the Property to keep the Property in good and clean condition (including but not limited to wear and tear).
- 2.2.2 The Employee shall ensure that the Property is kept in a clean and tidy state [including the contents of the Property].
- 2.2.3 The Employee shall be responsible for any damage caused to the Property (including the contents of the Property and fittings) or to any other property owned by the Employer as a result of the obligations set out in this Agreement;
- 2.2.4 The Employee shall ensure that the Property is not damaged by or negligence of the Employee or any other person using the Property with the Employee's permission.
- 2.2.5 The Employee shall ensure that the Property is specified in the Inventory clean and in the same condition at the end of the Licence Period (except for fair wear and tear).
- 2.2.6 The Employee shall not obstruct the pipes, wires, conduits, fittings or other services which are exclusively serving the Property.
- 2.2.7 The Employee shall ensure that light bulbs, batteries and electrical fuses within the Property are replaced when defective.
- 2.2.8 The Employee shall give written notice of any damage to the Property or contents of the Property as it comes to the attention of the Employee.
- 2.2.9 The Employee shall ensure that during the Licence Period to ensure that all linen (if any) is replaced and to have cleaned to a professional standard all carpets, duvets, carpets, upholstery, curtains and other contents of the Property in the Inventory.
- 2.2.10 The Employee shall ensure that a proper receptacle and to ensure that rubbish is removed from the Property or on behalf of the local authority.
- 2.2.11 The Employee shall ensure that the consent of the Employer to remove from the Property any contents of the Property specified in the Inventory otherwise than for necessary repairs or replacement. Written notice shall be given to the Employer).
- 2.3 **Access to the Property**
- To allow the Employer or anyone with the Employer's written authority, to enter the Property at any reasonable times of the day to inspect the Property.
- 2.4 **Use of the Property**
- 2.4.1 The Employee shall use the Property for residential purposes only [with the consent of the Employer, partner and any dependants].
- 2.4.2 The Employee shall ensure that no activity on the Property which may be a nuisance to or cause annoyance to the Employer or the tenants or other persons occupying the Property.
- 2.4.3 The Employee shall not use the Property in a way which contravenes a restriction imposed by the Employer's freehold (or superior leasehold) title which the Employer has notified to the Employee's attention.

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2.4.4 [REDACTED] not to store any dangerous or inflammable substance to the Property, apart from those needed for general use.

2.4.5 [REDACTED] not to display any notice or advertisement that is visible from outside the Property.

2.4.6 [REDACTED] not to bring onto the Property any animal, bird or domestic pet without the Employer's written consent.

2.4.7 [REDACTED] not to leave the Property unoccupied for more than 21 consecutive days without the Employer's written notice to the Employer.

2.4.8 [REDACTED] not to use the Property.

2.4.9 [REDACTED] to inform the Employer of any planning conditions affecting the Property which may be brought to the Employer's attention.

2.4.10 [REDACTED] not to assign or share occupation of the Property or any part of the Property.

2.4.11 [REDACTED] not to allow any person to occupy any part of the Property as a tenant or licensee.

2.4.12 [REDACTED] not to do anything which may make void or voidable any policy of insurance covering the Property or on the contents.

2.4.13 [REDACTED] not to hand over the keys and/or security device to access the Property to any person other than the Employer.

2.4.14 [REDACTED] not to make any duplicate keys to the Property, nor to allow any person to do so, nor to change the locks to the Property.

2.4.15 [REDACTED] not to do anything which would interfere with the appearance, structure, exterior or contents of the Property or the arrangement of the fixtures, furniture or fittings of the Property to the Employer.

2.4.16 [REDACTED] not to affix anything to the walls or damage the floors, or to alter or extend any of the services of the Property and not to alter or extend any electrical, gas or gas installation on the Property.

2.4.17 [REDACTED] not to install or affix to the Property any satellite dish or other aerial or antenna without the prior consent in writing of the Employer.

## 2.5 Legal

2.5.1 [REDACTED] to notify the Employer promptly if the immigration status of any person changes.

2.5.2 [REDACTED] that this Agreement shall be governed by the law of England.

## 2.6 End

2.6.1 [REDACTED] to allow the Employer to remove the Employee's personal belongings from the Property and leave the Property clean and tidy so as to facilitate immediate re-occupation.

2.6.2 [REDACTED] to hand over to the Employer on termination of this Agreement all keys to the Property.

2.6.3 [REDACTED] that on termination of this Agreement, the Employer shall take steps to ensure that the Employee's personal belongings shall not have been removed from the Property. On termination of this Agreement, the Employer shall take steps to ensure that the Employee's personal belongings shall not have been removed from the Property. If, within [14] days of termination of this Agreement, the Employer shall take steps to ensure that the Employee's personal belongings shall not have been removed from the Property.

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been collected, the Employer will be entitled to  
of the goods.

2.7 **Emp**

To p s and expenses incurred by the Employer to  
reme agreement by the Employee and to enforce the  
terms st the Employee.

3. **THE EMPLO**

The Employ ee:

3.1 To pa ce charge on the Property.

3.2 To a use the Property on the terms set out in this  
Agree ce, subject to the Employee complying with the  
terms

4. **TERMINATI**

4.1 This the earlier of:

4.1.1 ends; and

4.1.2 e no longer occupies the Property.

4.2 The ely vacate the Property when this Agreement  
ends

5. **INTERPRET**

5.1 Any ee in this Agreement not to do an act or thing  
inclu permit or suffer another person to do such act or  
thing

5.2 When an one person comprising the Employee, their  
oblig against all of them jointly and against each of  
them

SIGNED by  
<<Name of Employ  
Employer

SIGNED by  
<<Name of Employ  
Employee

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Simple – Contract]

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