**Lodger Agreement**

**The PROPERTY**

**The ROOM** means the room at the Property which has been nominated by the Owner and agreed to by the Lodger

**The OWNER** whose address is the Property above

**The LODGER**

**The TERM**  week s beginning on

**EARLY TERMINATION** Either party may at any time end this Agreement earlier than the end of the term by giving to the other written notice of 4 weeks

**The PAYMENT** per week payable in advance on the Monday of each week

**The INVENTORY** means the list of the Owner’s possessions at the Room which has been signed by the Owner and the Lodger

**DATED**

 **SIGNED**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(The Owner)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **(The Lodger)**

THIS HOUSE/FLAT SHARE AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Room is licensed by the Owner and taken by the Lodger for occupation during the Term upon making the Payment.

**Lodger Agreement (Terms and Conditions)**

1. This Agreement is personal to the Lodger, is not assignable, and will terminate automatically without any notice if the Lodger ceases to reside at the Property or at any time more than two of the payments are due and unpaid.

2. The Lodger will:

2.1 only in conjunction with the occupation of the Room(s) be allowed to share with the other occupiers of the Property the use and facilities of the common parts of the Property (including such bathroom, toilet, kitchen and sitting room facilities as may be at the Property);

2.2 pay the Payment at the times and in the manner aforesaid;

2.3 keep the interior of the Room in a good and clean state and condition and not damage or injure the Property or any part of it;

2.4 yield up the Room at the end of the Term in the same clean state and condition it was in at the beginning of the Term;

2.5 maintain in the Room and keep in a good and clean condition all of the items listed in the Inventory;

2.6 not make any alteration or addition to the Room nor without the Owner's prior written consent do any redecorations or painting of the Room;

2.7 not do or omit to do anything on or at the Property which may be or become a nuisance or annoyance to the Owner or any other occupiers of the Property or Sharers or occupiers of adjoining or nearby premises or which may in any way prejudice the insurance of the Property or cause an increase in the premium payable therefor;

2.8 not without the Owner’s prior consent allow or keep any pet or any kind of animal at the Property;

2.9 not use or occupy the Room(s) in any way whatsoever other than as a private residence;

2.10 not to let or purport to let or share any rooms at the property or take in any lodger or paying guest or, without the consent of the Owner to permit any person to sleep, or stay at the property;

2.11 provide the Owner with a forwarding address when the Agreement comes to an end and remove all rubbish and all personal items (including the Lodger’s own furniture and equipment) from the Property before leaving;

2.12 pay interest at the rate of 4% above the Base Lending Rate for the time being of the Owner’s bankers upon any payment or other money lawfully due from the Lodger under this Agreement which is more than 14 days in arrears in respect of the period from when it becomes due down to the date of payment;

2.13 make a reasonable and proportionate contribution to the cost according to use of all charges in respect of any electric, gas, water and telephonic or televisual services used at or supplied to the Property and Council Tax or any similar tax that might be charged in addition to or replacement of it during the Term.

3. In the event of destruction to the Property or of damage to it which shall make the same or a substantial portion of the same uninhabitable, the Lodger shall be relieved from making the payment by an amount proportionate to the extent to which the Lodger’s ability to live in the Property is thereby prevented, save where the destruction or damage has been caused by any act or default by the Lodger or where the Owner’s insurance cover has been adversely affected by any act or omission on the part of the Lodger.

4. To enable the Lodger to comply with clause 4 above, the Owner will upon request provide to the Lodger a copy of his insurance policy (if any) or an extract of the relevant terms.

5. The Lodger shall not have exclusive possession of the Room and the identity of any other occupiers of the Property shall be in the absolute discretion of the Owner.

6 The Lodger will be provided with a breakfast on a daily basis by the owner

7. It is hereby agreed that if the parties agree to the Lodger continuing in occupation of the Room after the end of the Term, his occupation shall still be subject to the Terms and

 Conditions set out in this Agreement, save that it shall be terminable by either party on [one month’s] notice. Such notice may expire at any time, whether or not on a date specified for payment on or at the end of a period of this Agreement or otherwise. If such notice expires on a date other than a date specified for payment, the Lodger shall be entitled to a refund of such part of the final payment as is proportionate to the number of days which follows the expiry of the notice or the end of his occupancy, whichever shall be the later, and this will continue unless and until a new agreement is signed or the Lodger vacates the Property.

8. Where the context so admits:

8.1 the ‘Owner’ includes the successors in title to the Owner's interest in the Property;

8.2 the ‘Property’ includes all of the Owner's fixtures and fittings at or upon the Property and all of the items listed in the Inventory and (for the avoidance of doubt) the Room;

8.3 the ‘Term’ shall mean the period stated in the particulars overleaf or any shorter or longer period in the event of an earlier termination or an extension or holding over respectively.

8.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

8.5 All references to ‘he’, ‘him’ and ‘his’ shall be taken to include ‘she’,‘her’ and ‘hers’.