

LICENCE AGREEMENT – EXCLUDED LICENCE AGREEMENT (HOMES FOR UKRAINE SCHEME)

(1) (Host)

and

(2) (Beneficiary)

(England only)

**Agreement creating an Excluded Licence Agreement (Homes for Ukraine Scheme)
(England only)**

IMPORTANT:

This is a legally binding document. Please read it carefully to ensure that it contains everything you want and nothing you are not prepared to agree. This Licence is a licence to occupy premises as a dwelling under an excluded licence in accordance with section 3A of the Protection from Eviction Act 1977. This Licence is governed by the common law and is NOT an Assured or Assured Shorthold Tenancy.

DATE: *[date]*

PARTIES:

On the one part *[full name of "the Host/s"]*:

of "the Property" being *[address]*:

On the other part: *[full name of the "Beneficiary/ies"]*

of: *[address in Ukraine]*

Full names and dates of birth of any accompanying children [if applicable]:

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

Accommodation	means the room or rooms in the Property that are from time to time allotted to the Beneficiary by the Host;
Beneficiary	means both the singular and the plural where there is more than one beneficiary;
Furniture, Fixings and Furnishings	means the Host's furniture, fixings, furnishings, installations, and other items used by the Beneficiary from time to time in the Accommodation in accordance with the latest inventory signed by the Host and the Beneficiary;
Host	means both the singular and the plural where there is more than one host;
Licence	means the licence to occupy conferred by this Agreement;
Licence Fee	no licence fee is payable under this Agreement;
Property	means the Host's [<i>flat OR house</i>] known as [<i>Host to insert postal address</i>].

2. NATURE OF THE AGREEMENT

2.1. This Agreement grants personal permission to the Beneficiary, together with their accompanying children where applicable, to occupy such room or rooms in the Property, as may be allocated to them by the Host, and to use such facilities in the Property as the Host may direct.

2.2. This Agreement is not intended to confer exclusive possession on the Beneficiary or to create the relationship of landlord and tenant between the parties.

- 2.3. The licence to occupy the Accommodation and to use the Furniture and Furnishings is intended to be for a temporary period, ideally of at least 6 months, to provide safe shelter in a time of crisis commencing on [date].
- 2.4. No charge is payable to the Host by the Beneficiary in relation to this licence. It is not granted for money or money's worth and, as such, it is an excluded licence pursuant to section 3A(7) of the Protection from Eviction Act 1977. No licence fee shall be made to the Host under this Agreement by the Beneficiary.
- 2.5. The Beneficiary shall not be entitled to a tenancy or to an assured shorthold or assured tenancy or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence ends.
- 2.6. The permission granted by this Agreement is personal to the Beneficiary.

3. TERMS

3.1 Keys

- 3.1.1 The Host should issue to the Beneficiary at least one set of keys to enable them to access the Accommodation.
- 3.1.2 If the Beneficiary loses a key, the Host should replace it upon the Beneficiary paying the reasonable cost of having a replacement cut.
- 3.1.3 The Host shall retain a set of keys and the Host, and any persons authorised by the Host, may exercise the right to use these keys and obtain free entry to the Room at any time.

3.2 The Accommodation

- 3.2.1 The Accommodation being offered is [*Host to insert brief description of room(s) to be offered and where it is located*].
- 3.2.2 The Beneficiary, and their children where applicable, will share the following areas [*Host to insert details of communal areas, e.g. kitchen, hallway, living room, bathroom*] with the Host and any other occupiers.

3.3 Utilities and Food

- 3.3.1 The Host may ask the Beneficiary to pay a reasonable and proportionate contribution (according to use) for water, gas and electricity consumed or supplied to the Accommodation or to any shared facilities whilst the Beneficiary are in occupation
- 3.3.2 The Host may ask the Beneficiary to pay a reasonable and proportionate contribution (according to use) towards food

3.4 Amicable sharing

- 3.4.1 The Beneficiary must use best endeavours to share use of the Property amicably and peaceably with the Host and any other occupiers and must not interfere with or otherwise obstruct such shared occupation in any way.
- 3.4.2 The Beneficiary must not cause any undue noise disturbance to anyone in the Property, or in a neighbouring property, and must ensure that any children accompanying them do not do so.
- 3.4.3 The Beneficiary are responsible for the behaviour of their children at all times.

3.5 Cleaning

- 3.5.1 The Beneficiary must keep the interior of any room allocated to them in a clean and sanitary condition and must take care to leave shared facilities in a clean, tidy and sanitary condition after each use. The Beneficiary should endeavour to make good any damage caused there.

3.6 Furniture, Fittings and Furnishings

- 3.6.1 The Beneficiary must keep the Furniture, Fittings and Furnishings in good order and condition and must not remove any such items.
- 3.6.2 The Beneficiary must exercise care when using such items that are elsewhere in the Property.

3.6.3 The Host may ask the Beneficiary to make good any damage which they or their children cause to such items or to the Property.

3.7 Council Tax

3.7.1 The [Host/] will pay the Council Tax in respect of the property *[delete as appropriate]*

3.8 Pets

3.8.1 The Beneficiary must not keep any dogs, cats or other pets at the Property unless agreed by the Host.

3.9 Services and appliances

3.9.1 The Host confirms that the electrical appliances and installations provided by the Host are safe and will not cause danger.

3.9.2 Where there is a gas supply to the Property, the Host confirm that it is safe.

3.9.3 The Host confirm that the Property is suitably equipped with smoke alarms (and, where appropriate, with carbon monoxide alarms) that are in proper working order.

4. TERMINATION OF THE AGREEMENT

4.1 Notice

4.1.1 This agreement can be terminated after a period of 6 months by either party giving 2 weeks' notice.

4.1.2 In the event of either party being of the view that the arrangement is no longer tenable for any reason, either party may terminate the Agreement upon giving the other reasonable notice at any time. Where the Host terminates the Agreement, such reasonable notice should be 2 months wherever possible.

4.1.3 Any notice of termination must be in writing. A Host may give such notice to the Beneficiary by hand, by placing it in or under the door of a room allocated to the Beneficiary or by attaching it to the door of such room. Such notice given by the Host should be addressed to all Beneficiaries. A notice given to the Host should be given by

hand or placed in a position where it is likely to come promptly to the Host's attention. The Host may accept a notice from one Beneficiary as a notice from all.

4.2 Vacating

4.2.1 When the Licence ends, the Beneficiary, and their children where applicable, are no longer allowed to occupy the Accommodation and must vacate the Property, leaving any rooms and other areas used by them in a clean and tidy condition. The Beneficiary must return the keys to the Host. The Host must notify the relevant Local Authority if the Agreement ends early.

4.3 Jurisdiction

4.3.1 This Agreement is applicable to England only.

4.4 Rights of Third Parties

4.4.1 A person who is not a party to this licence may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

I confirm that I have accepted the above Agreement.

SIGNED by the parties on the date of this Agreement

Signed:	
	(By the Host/s)
Signed:	

	(By the Beneficiary/ies)