# **SAMPLE LICENCE TO OCCUPY A HOUSE**

# **PRIVATE AND CONFIDENTIAL**

**To:**

**Date:**

**LICENCE TO OCCUPY: [** **]** ("**the House**")

I refer you to your occupation of the House and write to confirm the terms of the licence to occupy the House ("**the Licence**") agreed between

**[**  **]** ("**the Company**") and you

You are employed by the Company pursuant to a Contract of Employment dated

**[** **]** and made between the Company and you and **IT IS AGREED** that you are required to occupy the House for the better performance of your duties under this Licence during your employment on the following terms and conditions:-

1. This agreement is not intended to confer exclusive possession on you nor to create the relationship of landlord and tenant between you and the Company. You 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 upon the determination of the Licence.
2. You will from **[** **]** and until your employment with the Company is terminated for any reason, or until any notice given to you under clause 17 below has expired, reside in the House. You will also be responsible for the furnishings, fixtures and fittings and any other items ("**the Contents**") which are currently at the House for your benefit and belong to the Company.
3. The Company will be responsible for the cost of insuring the House. You will be responsible for insuring your own belongings **[**and for arranging public liability insurance**]**.
4. You will be responsible for keeping the House in a clean and tidy condition at all times and will make good any damage to the House. You will also be responsible for payment of all telephone, electricity and gas charges at the House and for the Council Tax Payments. You will be responsible for obtaining a TV licence if required. You agree that you will pay these in a timely manner and no later than 60 days from invoice date.
5. The Company will issue you with one set of keys only in respect of the House. If you lose a key, the Company will replace it upon you paying the cost of having a replacement cut. By signing this agreement you agree that this sum may be deducted from your wages. The Company shall retain its own set of keys and any persons authorised by it may exercise the right to use these keys and obtain free entry to the House at any time for any purpose whatsoever.
6. You will be responsible for the maintenance and the general upkeep of the interior of the House (which without limitation shall include taking precautions to avoid pipes becoming damaged by frost and making good any damage caused to drains) and of the garden area of the House.
7. You will not be allowed to keep or allow into the House, any animals without the express permission of the Company.
8. You must keep the Contents in good order and condition and must not remove any of them from the House.
9. You will not be entitled to assign your right of occupation in respect of the House to any person and you will not be entitled to share possession of the House or any part thereof with any other person other than with members of your immediate family (none of whom will be granted any rights whatsoever as a consequence of their occupation), nor will you be entitled to create any Tenancy or Licence for the House or any part thereof in favour of any other person.
10. You will not cause, or permit to be caused, a nuisance, annoyance or inconvenience to any neighbouring properties.
11. You will not, without the Company's previous consent in writing, make or suffer to be made any alteration in or addition to the House or any alteration in the decorative scheme of the House.
12. You will not use or permit to be used in the House any stove heaters oil fuel or any electrical apparatus or other equipment of a type or in a condition which might endanger the safety of the House.
13. You will not use, or permit the House to be used for any illegal purposes and in particular not to allow drugs of any type to be taken or kept in the House, except such which may be authorised or prescribed by a duly qualified medical practitioner.
14. You will not use, or permit the House to be used, other than as a dwellinghouse and not for any business purpose.
15. The Company retains the right to make deductions from your wages for any bills not paid or monies due in relation to your occupancy of the House. By signing this agreement you confirm that any such sums may be recovered from your wages.
16. On the signing of this Agreement you will pay to the Company a deposit of POUNDS (£ ) to be held by the Company towards any liability arising as a result of a defect to the House or garden caused by your act default or neglect and any amounts owing by reason of your obligations hereunder such deposit to be returned to you within a reasonable time after the expiration of this Licence in whole or in part depending upon the circumstances.
17. If it is necessary for the Company to instruct solicitors due to any default on your part you agree to pay the Company's legal costs. By signing this agreement you confirm that any such sum may be recovered from your wages.
18. This Licence shall be terminated:-
    1. Forthwith on the termination of your employment for whatever reason.
    2. By either party giving to the other not less than two months' notice in writing served at any time.
    3. By reason of you ceasing to reside in the House.
    4. By the Company giving written notice directing you to move to an alternative property owned by the Company, subject to you having one week to remove your personal effects.
    5. Immediately, by the Company, if you are in breach of any condition of this agreement but without prejudice to any other remedies of the Company in respect of the breach.
19. Upon termination of the Licence, you shall immediately cease to be entitled to use the House and must vacate the House, leaving it clean and tidy, and return the keys to the Company immediately.
20. In the event that, on termination of this Licence, the House is not returned in as good a condition it was when you moved in (subject to normal wear and tear) and the garden not returned in good order, or any of the Contents are lost, damaged or destroyed, the Company shall be entitled to retain such of your final wages as is, in the Company's discretion, necessary to make good the House and garden and repair and/or replace the Contents. By signing this letter, you confirm that you understand and agree to this.
21. This agreement embodies the entire understanding of the parties relating to the House and to all the matters dealt with by any of the provisions of this agreement. In particular you acknowledge that you have read and understood it, and acknowledge that you will not have exclusive possession of the House under any circumstances.
22. The Company reserves the right to vary the terms of this Licence on two months prior notice in writing to you.

Would you kindly confirm your agreement to the above, by signing and returning the enclosed copy of this letter.

Yours sincerely

As authorised representative

For and on behalf of

**[** **]**

I have read and understand the contents of this letter and confirm my agreement to the terms and conditions herein.

................................................. Dated: .................................................

**[** **]**