

LODGER AGREEMENT

This Agreement is made on the last date of signature below.

Between Guest: Landlord:

Date:

SIGNED: SIGNED:

EHUK LTD.: C Daley

Definitions and interpretation

1. In this Agreement, the following definitions are used:

Agreement	This Lodger Agreement and any amendments from time to time
Common Areas	The rooms in the Property which the Landlord has agreed can be used by the Lodger on a shared basis with the Landlord and any other people living at the Property, including the following <ul style="list-style-type: none">• Kitchen• Dining room• Bathroom
Deposit/Booking fee	Paid to EHUK
Early Termination Notice	2 weeks both parties
Inventory (where applicable) done by household	The list of fixtures and fittings at the Property signed by the Landlord and the Lodger
Property	_____, _____ together with any fixtures and fittings in the Inventory
Rent	The sum of £_____ payable in advance: TO EHUK monthly on the 1st day of every month being payment for the Room and the Services (if any)

Room	The room at the Property the Landlord has agreed will be taken by the Lodger
Services	The services that the Landlord will provide to the Lodger include <ul style="list-style-type: none">• Room cleaning Y/NO• Laundry service Y/NO• Breakfast Y/NO

2. In this Agreement, unless the context requires a different interpretation:

- a. the singular includes the plural and vice versa;
- b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
- c. the headings and sub-headings do not form part of this Agreement.

3. If two or more persons are together the Lodger, their obligations to the Landlord shall be joint and several.

4. The 'Landlord' includes successors in title.

5. This Agreement is for a Room in private furnished residential property, including the Inventory (if any).

6. Any obligation on the Lodger to do or not to do something includes an obligation on the Lodger to use his reasonable endeavours to ensure that no other person does or fails to do that same thing.

Grant of licence

7. The Landlord grants and the Lodger accepts a licence to occupy the Room at the Property for the Term at the Rent with the right to use the Common Areas on the terms contained in the Agreement.

8. The Lodger accepts that this agreement does not grant an assured or assured shorthold tenancy as it is a letting granted by a resident landlord.

9. The Agreement is personal to the Lodger.

10. The Room is part of the Property together with the fixtures and fittings set out in the Inventory.

11. The Landlord gives the Lodger (in common with other occupiers at the Property) the right to use the Common Areas.

12. If the Lodger has the use of the Landlord's furniture these are listed in the Inventory.

The Lodger will:

- a. not damage or remove any of the items in the Inventory from the Property; and
- b. make good all damages and breakages of items on the Inventory which may occur during the

Term; and

c. keep the items in the Inventory clean and in a good condition.

Lodger's obligations

13. To pay the Rent and all other sums due under the Agreement (whether formally demanded or not) clear of all deductions at the agreed times.
14. To pay any overdue Rent and other sums due subject to interest at a rate of 4% per annum calculated from the date payment is due up to the date payment is received by the Landlord.
15. To pay a reasonable and proportionate contribution (according to use) of all charges of gas, electricity, oil, water, sewerage, telephone (including line rental), council tax (or any similar property tax that might be charged in addition to it or in replacement of it) or other services used at the Property.
16. To keep the inside of the Room clean and in a good condition and not damage the Property or any part of it.
17. Not to take in any lodgers or assign, sublet, charge or part with or share occupation of the Room or any part of it.
18. To use the Room as a single private home and not to carry on any trade, profession or business on or from the Property.
19. Not to keep any pets at the Property.
20. Not to cause a nuisance to any other person in neighbouring properties or to any other person at the Property.
21. Not to use the Room for any immoral or illegal purpose.
22. To permit the Landlord at reasonable times to enter and check the condition of the Room.
23. On leaving the Property:
 - a. give the Landlord a forwarding address; and
 - b. remove all rubbish and personal items (including the Lodger's own furniture and equipment) from the Property; and
 - c. return all the keys to the Property to the Landlord.

Landlord's obligations

24. The Lodger will not have exclusive possession of the Room.
25. The Landlord will provide the Services to the Lodger and provide a copy (if requested) of the insurance policy for the Property.
26. The Deposit (if any) is to be held in an account by the Landlord for the Term as security against the Lodger's failure to pay Rent and other sums due under the Agreement or non-performance of the obligations within this Agreement. The Deposit will be returned to the Lodger at the end of the Term less any outstanding Rent or other sums or reasonable deductions properly made by the Landlord to cover any reasonable costs incurred with cleaning the Room or in connection with damage to the

Property or items on the Inventory (fair wear and tear excepted).

27. If the Property is damaged to such an extent that the Lodger cannot live in it, the Rent does not need to be paid until the Property is rebuilt or repaired so that the Lodger can live in it again unless:
- a. the cause of the damage is something which the Lodger did or failed to do as a result of which the Landlord's insurance policy has become void; and
 - b. the Landlord has given the Lodger notice of what the policy required.

Termination

28. This Agreement will end at the end of the Term or earlier in accordance with the clauses below.
29. Either the Landlord or the Lodger may at any time during the Term terminate this Agreement by giving to the other the Early Termination Notice. On expiry of the notice this Agreement will end.
30. If the Lodger breaches any of the Lodger's obligations contained in the section above (**Lodger's obligations**), the Landlord may at any time during the Term terminate this Agreement by giving the Lodger not less than notice of one week (if rent is paid weekly) and not less than notice of one month (if rent is paid monthly). On expiry of the notice, this Agreement will end.
31. If this Agreement terminates in accordance with this clause:
- a. the Lodger shall not be obliged to pay the Landlord the relevant proportion of the Rent or any other payment that relates to the period after this Agreement terminates, as calculated daily; and
 - b. on the date on which this Agreement terminates, the Landlord shall refund to the Lodger the relevant proportion of any sums already paid by the Lodger relating to the Rent, or any other payment in respect of the period after this licence terminates, as calculated daily.
32. Termination under this clause will end the Agreement with no further liability for either party save for existing breaches.