

DATE the of 2010

(1) BUCKCLOSE LIMITED

(2) NAME

**RESIDENTIAL LICENCE
AGREEMENT**

relating to

PROPERTY ADDRESS

Ashfords Solicitors
Ashford House
Grenadier Road
Exeter
Devon
EX1 3LH
www.ashfords.co.uk
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DEFINITIONS	
Word or Phrase	Meaning
The Owner	Name : Buckclose Limited (Company no: 01049150) Address : of Fairmeads Court, Vollarads Lane, Hatt, Saltash, Cornwall PL12 6PT
the Licensee	Name : NAME Of Address : HOME ADDRESS
the Room	Room ____
the Property	PROPERTY ADDRESS
the Inventory	the list of furniture and fittings as annexed to this Agreement.
the Licence Period	[45] weeks from [START DATE] to [END DATE]
the Commencement Date	the 1 st September 2010
the Licence Charge	<AMOUNT> pounds per week paid as below
The Licence Charge Days	Termly on or prior to the following dates Term 1 – 01.09.10 the amount of £ Term 2 - 12.01.11 the amount of £ Term 3 – 20.04.11 the amount of £ or One payment of £ at the outset on or prior to the Commencement Date
The Deposit	£220 (two hundred and twenty pounds sterling)
The Services	all gas, oil, water, electricity
The Owner's Contribution	An amount of [£10.00 per room] per week towards the cost of the gas oil water and electricity services

In this Agreement (unless the context otherwise requires or admits) words or phrases shall have the above meanings.

WHEREBY IT IS AGREED:-

Licence

1. This Agreement is not intended to confer exclusive possession upon the Licensee nor to create the relationship of Owner and Licensee between the parties and the Licensee shall not be entitled to an assured Licence, a Statutory Periodic Tenancy under the Housing Acts 1988/1996 nor to any other statutory security of tenure now or upon the determination of the Licence

2. **Letting**

The Owner permits the Licensee to occupy the Room and to use the Owner's furniture and furnishings in the Room for the Licence Period (subject to the provisions for determination at any time as hereinafter provided) upon payment by the Licensee of the Licence Charge to be paid on the Licence Charge days, the first of such payment to be made on the date of signing this Licence Agreement.

3. **Use of Communal Areas**

The Licensee shall have the right to use the entrance hall, staircase, kitchen, bathroom, toilet, sitting room, dining room, landings and the back garden of the House in common with the Owner and any other licensees of the Owner

4. **Licensee Agreements**

The Licensee agrees to observe, perform and comply with the following provisions throughout the Licence Period and any continuation of it:-

- 4.1. **Licence Charge**

- 4.1.1. to pay the Licence Charge on the Licence Charge Days and if required by the Owner to set up a standing order at the Licensee's bank to pay the rent directly to the Owner's account
- 4.1.2. to pay interest at a rate of eight per cent per annum on any rent not received by the Owner on the Licence Charge Days and/or upon any sums due and owing to the Owner by the Licensee such interest being calculated on a daily basis from the date the sum or sums become due until the date payment is received in cleared funds by the Owner

- 4.2. **Outgoings (including services)**

- 4.2.1. to pay the Council Tax or any replacement of it assessed on the Property or the Licensee in respect of the Licensee's occupation of the Property and any future taxes that may be assessed or imposed on the Property
- 4.2.2. to pay a one [] share of the Service charges over and above the Landlord's Contribution which shall be consumed on or supplied to the Property
- 4.2.3. to reimburse the Owner for any liability which the Owner may incur for the outgoings referred to in this clause upon the Licensee yielding up or upon the Owner re-taking possession of the Property

- 4.3. **Assignment**

- 4.3.1. not to attempt to assign charge, underlet share or part with possession of the Room or any of the furniture and fittings within either the Room or the Property within three months from the Commencement Date and thereafter not to assign charge, underlet, share or part with possession of the Room without obtaining the prior written consent of the Owner which, (subject to the Licensee complying with the matters set out in 4.3.2 consent), shall not be unreasonably withheld

- 4.3.2. the Licensee shall at the Owner's request
- 4.3.2.1. pay the Owner's reasonable costs and expenses of and relating to the Licensee's request pursuant to 4.3.1 and/or
 - 4.3.2.2. procure that any Assignee shall enter into a direct agreement in writing with the Owner and/or
 - 4.3.2.3. procure a suitable Guarantee of the obligations under the Licence Agreement and/or
 - 4.3.2.4. provide two references, (at least one being financial) of any Assignee/Sub-Lessee.

4.4. Use and maintenance

- 4.4.1. to take reasonable care of the Room and the communal areas in the Property and to use the furniture and fittings in proper manner
- 4.4.2. not to remove any of the furniture and fittings from the Room or from the Property
- 4.4.3. to pay to the Owner damages of an amount equal to the reasonable cost of making good any damage caused to the Room or to the communal areas of the Property which occurs by reason of any breach of this clause to include without prejudice to the generality of the foregoing repairing and/or redecorating the interior of the Room or the communal areas of the Property and replacing or repairing all fixtures and furniture damaged broken lost or destroyed in the Room or in the communal areas of the Property.

4.5. Nuisance\Illegality

- 4.5.1. that neither the Licensee nor any person visiting the Property shall be guilty of conduct or allow to be done in or upon the Property or any part thereof any act or thing which may be or is likely to cause a nuisance damage or annoyance to the Owner, the Licensee any visitor or occupier of any adjoining property or in the locality of the Property, and not to possess keep or use anywhere in the Property nor permit to be kept or used anywhere in the Property any controlled drug as defined by the Misuse of Drugs Act 1971
- 4.5.2. not to use the Room or the communal areas of the Property or permit it to be used for any illegal, criminal or immoral purposes or in contravention of any statute, regulation or bye-law
- 4.5.3. that neither the Licensee nor a person visiting the Licensee in the Property has or will commit or has been convicted of an arrestable offence in, or in the locality of, the Property

4.6. Pets

not to keep any animals that could cause damage or in any other way harm the Room or the communal areas of the Property or be a nuisance to the Owner, other residents and/or owners or occupiers of adjoining properties.

4.7. Additions and Alterations

not without the prior written consent of the Owner to make any alteration in or addition to the Room or to the communal areas of the Property (including the fixing of any satellite dish or aerial) provided that, at the Owner's option, any consent given by the Owner may require the removal/reinstatement of any such addition or alteration upon the Licensee vacating the Property and in the absence of such requirement by the Owner any alteration in or addition to the Property which is made shall be deemed to be a fixture of the Property and shall be left at the Property at the determination of the Licence .

4.8. Repairs

- 4.8.1. to notify the Owner or his agent of any disrepair and/or damage requiring action by the Owner as soon as reasonably possible
- 4.8.2. not to carry out any repairs (or authorise anyone else to carry out any repairs) without the prior written consent of the Owner

4.9. Entry and View

to permit the Owner or any person authorised in writing by the Owner to enter the Room at reasonable hours and on 24 hours notice in writing (except in cases of emergency where no notice is required) :-

- 4.9.1. to examine the Room to ascertain if repairs are necessary and/or
- 4.9.2. to carry out repairs, inspections and certifications of fixtures fittings and installations

4.10. Not to jeopardise Insurance

not to do or suffer to be done in the Room or in the communal areas of the Property any act or thing whereby the fire insurance policy may become void or voidable or the premium thereon may be increased.

4.11. Owner's costs

to pay the Owner's reasonable costs of:-

- 4.11.1. any application for licence or consent under this Agreement whether or not such consent is actually granted
- 4.11.2. the preparation and/or service of any Notice by the Owner on the Licensee of any breach of any of the Licensee's agreements contained in this Agreement

4.12. Prospective Licensees

to allow access to prospective Licensees of the Room (on presenting an authority signed by or on behalf of the Owner) and having given reasonable notice to enter and view the Room at reasonable hours.

4.13. Yield Up

to yield up vacant possession of the Room at the expiration or sooner determination of the Licence together with the furniture and fittings in the same state and condition as they were in at the beginning of the Term and to pay for the reasonable cost of cleaning or washing of carpets, curtains, upholstery and loose covers and of the washing of all linen which shall have been soiled and which at the time of termination of the Licence may require to be washed or cleaned.

4.14. Licensee's Belongings

- 4.14.1. that if the Licensee leaves anything at the Property ("the Licensee's Belongings") upon vacating the Property the Owner shall be entitled to conclude that such items are in the sole ownership of the Licensee. It is the responsibility of the Licensee to remove the Licensee's Belongings by arrangement with the Owner. Where the Licensee does not contact the Owner within the period of 7 days following the end of the Agreement to make satisfactory arrangements with the Owner to remove the Licensee's Belongings and does not complete the removal within the said 7 day period, (or such extended period as may be agreed between the Owner and Licensee), then the Owner may as the agent of the Licensee (and the Owner is hereby irrevocably appointed by the Licensee to act

as such) sell the Licensee's Belongings at a time or times and upon such terms as the Owner sees fit without consultation with the Licensee and the Owner shall hold the net proceeds of sale (calculated as the gross proceeds of sale less all reasonable costs and expenses of removal, storage, advertising, sale and Tracing Costs (as defined below) incurred by the Owner) as follows:

4.14.1.1. if the address of the Licensee is known by the Owner then in accordance with the provisions of sub-clause 4.14.2 below or

4.14.1.2. if the address of the Licensee is not known by the Owner then in accordance with the provisions of sub-clause 4.14.3 below

4.14.2. If the address of the Licensee is known by the Owner then if the Owner shall receive from the Licensee a written claim for the net proceeds of sale within 6 months following the end of the Agreement then the net proceeds of sale (exclusive of any interest (if any) accrued thereon which shall be deemed to be the property of the Owner) shall be remitted to the Licensee by way of a cheque sent to that address in full settlement of all claims of the Licensee in respect of the Licensee's Belongings.

4.14.3. If the address of the Licensee is not known by the Owner then:

4.14.3.1. after reasonable steps have been taken by the Owner to trace the Licensee (the costs of which ('the Tracing Costs') shall be the responsibility of the Licensee and may be deducted from the proceeds of sale); and

4.14.3.2. the Owner does not receive from the Licensee a written claim for the net proceeds of sale within 6 months following the end of the Agreement

it is agreed by the parties hereto that ownership of the net proceeds of sale (together with any interest accrued thereon (if any) shall be deemed to pass to the Owner absolutely free from any claim from the Licensee

4.15. Inventory

to check the Inventory of the Room and the communal areas of the Property as provided by the Owner at the commencement of the Licence and as soon as reasonably possible to return the Inventory to the Owner having first attached to it (if applicable) any additions, deletions or amendments as the Licensee considers appropriate. Should no such annotated copy of the Inventory have been received from the Licensee within the specified time, the original Inventory as held by the Owner shall be deemed to be a true and accurate record of the condition of the Property and its contents. The Licensee further agrees to attend (or appoint a competent person to represent him) at the Property at the termination of the Licence for the purpose of checking the Inventory and agreeing any dilapidation that may have accrued by reason of any breach of clause 4.

4.16. Licensee Status

To remain a student in full time education for the duration of the license period.

4.16.1 Upon ceasing to be a student in full time education to inform the owner and to pay to the owner all outstanding monies under this license and to vacate the property immediately. For the avoidance of doubt all outstanding monies includes payment of the license charge for the whole license period regardless of when the licensee ceases to be a student in full time education.

5. Provisos

5.1. Revocation of the Licence

The Licence may be revoked by the Owner giving to the Licensee not less than four weeks notice in writing served at any time any such notice served by the Owner being without prejudice to the Owner's remedies in respect of any breach of this licence.

5.2. Vacation Upon Determination

Upon determination of the Licence (howsoever that shall occur) the Licensee shall immediately cease to be entitled to use the Room and shall vacate the Room and the Property leaving the Room clean and tidy and shall return the keys to the Owner immediately

5.3. Cesser for Fire

4.3.1 If the Property shall be burnt down or rendered uninhabitable by fire the Licence Charge shall from that time cease to be payable until the Property is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Arbitration Act 1996.

4.3.2 Should the Owner in his absolute discretion consider that the Property should not be reinstated within a 4 week period the Owner shall be entitled to terminate this Licence immediately by notice in writing being given to the Licensee

6. Owner's Agreements

The Owner agrees:-

6.1. Insurance

to keep the Property insured against fire

6.2. Repair Structure

to keep the exterior (including drains, external pipes and gutters) and structure of the Room and the Property in good repair and condition

PROVIDED NEVERTHELESS that the Owner shall not be required:-

6.2.1. to carry out any works or repairs which are necessary by reason of any breach of clause 4

6.2.2. to rebuild or reinstate the Property in case of destruction or damage by fire or by tempest flood or other inevitable accident or

6.2.3. to keep in repair or maintain anything which the Licensee is entitled to remove from the Property

AND PROVIDED FURTHER that in determining the standard of repair required of the Owner regard shall be had to the age character and prospective life of the Property and the locality in which it is situated

6.3. Refund of Deposit

6.3.1. subject to the provisions of clause 6.3.2 to return to the Licensee as soon as possible after the Licensee has vacated the Property the Deposit paid by the Licensee or the balance of it not retained under the provisions of clause 6.3.2 but any interest earned on the Deposit may be retained by the Owner

6.3.2. the Owner may deduct from the deposit paid by the Licensee :-

6.3.2.1. any sum reasonably expended by the Owner in remedying any breach of the Licensee's agreements under this Agreement

6.3.2.2. any outstanding Licence Charge owed to the Owner (including Licence Charge in advance which has fallen due)

6.3.2.3. any outstanding Services charges

6.3.2.4. monies owing or due under this Agreement

6.3.2.5. any outstanding gas, electricity, water, solid fuel, telephone rental or other charges connected with the Property for which the Licensee is properly liable

7. It is further agreed:

7.1. Notices

All notices which are required or which may be served under the provisions of this Agreement shall be in writing and shall be deemed sufficiently served if delivered by hand or mailed by registered or recorded first class mail to the Owner at his address and to the Licensee at the Property.

8. Interpretation

8.1. In this Agreement where the context requires:-

8.1.1. words importing the singular include the plural and vice versa and

8.1.2. words importing the masculine include the feminine and neuter and

8.1.3. If at any time during the Licence Period the Owner or the Licensee consists of more than one person, their obligations and covenants are enforceable against all of them jointly and against each of them individually

8.2. References to any Act of Parliament include references to any modification or re-enactment thereof for the time being in force and any order instrument regulation or by-law made or issued hereunder

AS WITNESS the hands of the parties hereto the day and year first before written

Signed by the said
For and on behalf of Buckclose Limited
in the presence of:-

Signature of Witness.....
Name of Witness
Address
.....
Occupation

Signed by the said [NAME]
in the presence of:-

Signature of Witness.....
Name of Witness
Address
.....
Occupation