

AU-PRres26

Service occupancy agreement

This licence is dated: [date]

The Employer is: [name of Employer]

of [address]

The Occupier is: [name of Occupier]

of [address]

It is now agreed as follows:

1. Definitions

In this document the following words have the

:

“Contract” means a contract of employment between the parties to
[].

“Estate” means the whole Premises used by [name
].

“Immediate Family” means the Occupier, [his wife / life partner of at least
five years, children today 4 7
].

“Inventory” means the list of items in the house,
.

“Premises” means the cottage, garden and outbuildings located at
[address] [but excludes [area or
]].

“Service Charge” means any charge for services provided to the
Premises by
.

2. The Employment

2.1. The Occupier is employed by the Employer under the Contract in
[].

2.2. The duties of the Occupier under :

[list those duties which particularly require the Occupier to
]

2.2.1 [task 1]

2.2.2 [task 2]

2.2.3 [task 3]

2.2.4 etc.

2.3. To perform the Occupier's duties under the ,

3. The Service Occupancy

3.1. The Employer permits the Occupier and his
[/]

3.2. The Occupier shall occupy the Premises only as a residence

3.3. The Occupier

3.4. The following parts of the Premises are
, [:
[]:

[List ,]

3.5. The Occupier shall pay the Employer the licence fee, monthly in
advance, by [] .

OR

3.6. The Employer permits the Occupier to

4. Matters relating to the Estate

- 4.1. The Occupier may use roads, footways,
;
- 4.2. The Occupier shall not deposit goods or rubbish
;
- 4.3. The Occupier agrees to pay the
;
- 4.4. In relation to vehicles the Occupier shall:
 - 4.4.1 not park on the Estate any commercial
[] ,
;
 - 4.4.2 not park any other vehicle on the Estate

5. Others Occupier covenants

The Occupier agrees that he will:

- 5.1. comply with any requirements of any insurance policy which are
;
- 5.2. not cause
;
- 5.3. keep the accommodation clean;
- 5.4. keep the interior of
;
- 5.5. not fix pictures
;

- 5.6. clean, maintain and keep free from blockages
; ; ; ; ; ; ;
- 5.7. keep clean and in good , ;
- 5.8. keep clean the insides ;
- 5.9. clean all windows [] ;
- 5.10. maintain the garden and keep , ;
- 5.11. repair any damage to the Premises or to the ;
- 5.12. not use the , ;
- 5.13. not cause ;
- 5.14. not hang clothes ;
- 5.15. not to keep any , , ;
- 5.16. not make any , ;
- 5.17. not erect any television ;
- 5.18. not allow service to the fixed telephone , ;
- 5.19. not decorate the Premises externally;
- 5.20. not redecorate the ;
- 5.21. test the smoke detectors at the Premises at least once a month,

- ;
- 5.22. not change or remove any of the Employer's installations, ,
,
;
- 5.23. not remove from
;
- 5.24. not smoke inside the Premises;
- 5.25. ensure that all reasonable
;
- 5.26. not allow the noise or operation of any sound producing (
)
[22 : 00 8 : 00];
- 5.27.
;
- 5.28.
;
- 5.29.
;
- 5.30.
;
- 5.31.
;
- 5.32.
;
- 5.33.
;

5.34.

;

5.35.

,

,

[24]

;

5.36.

[28]

,

;

5.37.

;

5.38.

,

,

;

5.39.

[14]

,

;

5.40.

.

6. Termination of occupancy

The licence given by this agreement shall end:

6.1.

,

,

;

6.2.

;

6.3. []

7. Occupier's departure

7.1.

;

7.2.

;

7.3.

;

7.4.

,

;

8. Inventory

8.1.

8.2.

9. Employer's obligations

:

9.1. ;

9.2. ,
.
,
.

Signed by the Employer:

Signed by the Occupier:

Additional paragraph to be added to Contract of employment

10. Service Occupancy

10.1. :

10.1.1 [task 1]

10.1.2 [task 2]

10.1.3 [task 3]

10.1.4 etc

10.2. ,
,

10.3.

:

10.3.1

;

10.3.2

,

Explanatory notes:

Service occupancy agreement

Paragraph specific notes

Notes following the numbered paragraphs

1. Definitions

You will need the definition of Estate only if your organisation is the owner of some organisation which uses a substantial building,

2. The Employment

This paragraph is crucial to the qualification of the occupation as a service occupation and not as a secure tenancy. Leave it as it is but include a list of duties requiring local attendance. Remember that it does not have to be essential that someone lives on site, though it may

3. The service occupancy

We have included provision for an Inventory. We have assumed that this will be a list agreed at some time before this

At 3.6, we have provided for a licence fee (rent). You should provide for a licence fee only if your circumstances make it desirable and if it is common practice

4. The estate

For a live-in nanny or many

5. Occupiers covenants

We have provided a very large menu. It is up to you what you really need to include.

6. Termination

You have no legal obligation to give notice, but

7. Occupier's departure

We have no comments

8. Inventory

We have no comments

9. Employer's obligations

Add to this

End of notes