**Service Occupancy Agreement**

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| --- | --- |
| **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:

# Definitions

In this document, the following words have the meanings ascribed to them:

|  |  |
| --- | --- |
| “Contract” | means a contract of employment between the parties to this licence dated [date]. |
| “Estate” | means the whole property used by [name of school or other organisation]. |
| “Immediate Family” | means the Occupier, [his wife / life partner of at least five years, children today aged 4 years and 7 years and no other person]. |
| "Inventory" | means the list of items in the Property, as agreed by both parties. |
| “Property” | means the cottage, garden and outbuildings located at [address] [but excludes [area or space within the Premises but excluded from the occupancy]]. |
| “Service Charge” | means any charge for services provided to the Property by the Employer or any third party. |

# The Employment

* 1. The Occupier is employed by the Employer under the Contract in the capacity of [job title].
  2. The duties of the Occupier under the Contract include:

[list those duties which particularly require the Occupier to live in the service accommodation]

* + 1. [task 1]
    2. [task 2]
    3. [task 3]
    4. etc.
  1. To perform the Occupier’s duties under the Contract, the parties have agreed that it is essential that the Occupier shall live at the Property.

# The service occupancy

* 1. The Employer permits the Occupier and his Immediate Family occupy the Property during the period of [his/her] employment under the Contract.
  2. The Occupier shall occupy the Property only as a residence for himself and his Immediate Family and shall not let or share or part with occupation of any part of the Property.
  3. The Occupier may use the items listed in the Inventory.
  4. The following parts of the Property are to be shared with others, [either at all times or during the hours of [hours]:

[List shared parts of Property, if any]

* 1. The Occupier shall pay the Employer the licence fee, monthly in advance, by the [third] day of each month. The licence fee and other charges may be varied by the Employer upon giving the Occupier four weeks’ notice in writing of the increase.

OR

* 1. The Employer permits the Occupier to occupy the Premises free of charge during the period of his employment under the Contract.

# Matters relating to the Estate

* 1. The Occupier may use roads, footways, communal facilities and gardens on the Estate, provided he behaves reasonably and in accordance with all the Employer’s regulations.
  2. The Occupier shall not deposit goods or rubbish on any part of the Estate nor cause or allow any obstruction to any road, path or open space.
  3. The Occupier agrees to pay the Service Charge for services provided to the Property in common with other properties on the Estate;
  4. In relation to vehicles the Occupier shall:
     1. not park on the Estate any commercial vehicle licensed to carry loads above [number] kilos, or any untaxed or derelict vehicle;
     2. not park any other vehicle on the Estate or on any other land belonging to the Employer except in defined parking areas and as required by the Employer.

# Occupier’s covenants

The Occupier agrees that he will:

* 1. comply with any requirements of any insurance policy which are made known to him by the Employer and to indemnify the Employer against any loss arising from his failure to do so;
  2. not cause any damage to any part of the Property;
  3. keep the accommodation clean;
  4. keep the interior of the Property in good repair and condition and in good decorative order;
  5. not fix pictures to ceilings, walls or contents of the Property;
  6. clean, maintain and keep free from blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes and chimneys;
  7. keep clean and in good repair, the carpets, curtains and all other items in the Inventory;
  8. keep clean the insides of all windows and replace any which break for any reason;
  9. clean all windows at least once every [eight] weeks;
  10. maintain the garden and keep it neat and tidy and free from weeds, with any grass kept cut;
  11. repair any damage to the Property or to the Employer's fixtures and fittings or to the common parts caused by the Occupier or any visitor of the Occupier to the Property;
  12. not use the Property for any improper, immoral or illegal purpose;
  13. not cause nuisance or annoyance to other occupants or neighbours;
  14. not make any alterations, improvements or additions to the Property;
  15. not erect any television aerial or satellite dishes or apparatus on the exterior of the Property;
  16. not allow service to the fixed telephone line be disconnected, but if he does so, to pay the charge for re-connection;
  17. not redecorate the Property without prior consent of the Employer;
  18. test the smoke detectors at the Property at least once a month, replace the batteries when required and notify the Employer in writing of any defect in any smoke detector immediately the Occupier becomes aware of it;
  19. not change or remove any of the Employer's installations, furniture, fixtures and fittings including supplier of water, gas or electricity without prior written consent of the Employer;
  20. not remove from the Property any of the items listed in the Inventory;
  21. not smoke inside the Property;
  22. ensure that all reasonable steps are taken to avoid damage from burst pipes in freezing weather;
  23. not allow the noise or operation of any sound producing (including musical) instruments or device which may be heard outside of the Property between [22:00 and 8:00];
  24. maintain and keep in good order white goods such as a refrigerator or a washing machine provided by Employer;
  25. not change or install any locks on any doors or windows nor have additional keys made for any locks without the prior written consent of the Employer;
  26. not keep or allow pets of any kind on the Property without prior consent of the Employer;
  27. not place any advertisement or notice on the outside of the Property or where it may be seen from the outside of the Property
  28. report to the Employer any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances;
  29. inform all suppliers of domestic services of his name for the payment of bills and will pay all such bills immediately on demand and will not take any step which could cause the disconnection of any such service;
  30. pay such council tax as is due in respect of the Property;
  31. pay the license fee for each television at the Property;
  32. allow the Employer, his agent or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property or to carry out maintenance of the appliances. The Employer will normally give at least [24] hours notice but the Occupier will give immediate access in an emergency;
  33. allow the Employer or his agent access to the Property at reasonable hours during the final [28] days of the occupancy, to show the Property to prospective occupiers or at any time to show the Property to a prospective purchaser or anyone acting on his behalf;
  34. forward immediately to the Employer any correspondence addressed to it which is delivered to or left at the Premises;
  35. whenever the Property is left unattended, the Occupier will fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the Property;
  36. notify the Employer if he intends to leave the Premises Property vacant for a period in excess of [14] consecutive days and in such a case, the Occupier shall take all reasonable steps to avoid damage from burst pipes in freezing weather;
  37. notify the Employer immediately or as soon as reasonably possible in the event of any emergency.

# Termination of occupancy

The licence given by this agreement shall end:

* 1. automatically without any separate notice, on the ending of the Contract, however that happens;
  2. if the Occupier ceases to live in the Property; or
  3. on expiry of at least [four] week’s written notice by the Employer. The Employer does not have to give any reason for serving this notice.

# Occupier's departure

At the end of the occupancy the Occupier will:

* 1. pay all service suppliers to the date of termination;
  2. return all keys of the Premises to the Employer;
  3. remove all his personal effects and rubbish and leave the Property and the Employer's fixtures and fittings in the same condition and state of repair as at the start of the occupancy, subject only to fair wear and tear;
  4. thoroughly clean the interior of the Property, including the glass in the windows, and all of the Employer’s fixtures, fittings and furniture;

# Inventory

* 1. The Inventory and meter readings will be prepared by an independent party at the start and at the end of the occupancy at the expense of the Employer.
  2. The Occupier shall repay the Employer the cost of any repairs or expenses caused by the failure of the Occupier to comply with the terms of this agreement.

# Employer’s obligations

The Employer accepts no obligation caused by breach of this agreement by the Occupier. Subject to that, he agrees that he will:

* 1. keep in repair the structure and exterior of the Property;
  2. keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and sanitation. But the Employer is not responsible for maintaining fixtures, fittings and appliances which use any such supply.

Signed by the Employer:

Signed by the Occupier:

Additional paragraph to be added to Contract of employment

# Service Occupancy

* 1. The parties agree that the following duties cannot be undertaken conveniently and efficiently unless the Employee occupies the Property allocated by the Employer:
     1. [task 1]
     2. [task 2]
     3. [task 3]
     4. etc
  2. The Employee agrees, as a condition of this employment, to occupy as his residence the Property allocated by the Employer and to enter into a service occupancy agreement concurrently with this Contract of employment.
  3. The Employee agrees that the Employer may alone decide:
     1. that the employment no longer requires the service occupancy and accordingly may terminate it;
     2. that for his convenience or efficiency, the service occupancy shall be transferred to a different property. The Employer may do this only once in every year.

Explanatory notes:

Service occupancy agreement

General notes

1. The abbreviated names in any document are a matter of choice. It is usual to use abbreviations for long names and corporate names, but you can always select your own. Common examples might be the initial letters of a company name, or initials or surnames alone for individuals. Alternatively you may wish to refer to the “Employer” and the “Occupier” or as the case may be.
2. This agreement is suitable for a wide variety of different circumstances requiring a service occupancy. You may have to make many deletions to suit your particular circumstances.

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, such as a school or large factory.

1. **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 be. What matters is that it is obviously more efficient if he/she is on site.

1. **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 agreement is signed. We have intentionally avoided any more formal system which could be evidence of a tenancy agreement rather than a licence.

At 3.5, 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 in your industry sector. Because this licence is terminable on short notice, you do not need elaborate provision for default in payment of the licence fee, Your remedy is to terminate the licence.

1. **Matters relating to the Estate**

For a live-in nanny or many similar circumstances, you may delete this paragraph.

1. **Occupier’s covenants**

We have provided a very large menu. It is up to you what you really need to include. You can edit, add and re-order these items without affecting the substance of the agreement.

1. **Termination**

You have no legal obligation to give notice, but you cannot obtain possession against an occupier who refuses to leave, without an order of the court. The judge may not be happy if you had taken an unreasonably ruthless position on notice.

1. **Occupier’s departure**

We have no comments

1. **Inventory**

We have no comments

1. **Employer’s obligations**

Add to this list if you wish to do so or the relationship requires it.