**NOTE FOR EMPLOYERS**

Below is an example service occupancy agreement. You should use it for resident employee wardens. For resident wardens who are volunteers, please use the *example volunteer occupancy agreement* available at [www.quaker.org.uk/employers](http://www.quaker.org.uk/employers).

# Service occupancy agreement (employees)

[this should preferably be set out on headed paper]

Name (full name and current address of employee or employees if there is more than one employee covered by this agreement, eg in the case of a couple)

Address

1. This document explains the basis on which (name of employer) has granted permission for you to reside at (enter here the full address of the property)

The permission arises from your employment as (job title) with (name of employer) dated (enter date of written statement of terms and conditions /employment contract), a condition of which is that, for the better performance of the duties, you shall reside at (enter address of property)

2. The licence to occupy granted by this Agreement shall end:

2.1. If the employment contract ends;

2.2. If the employee ceases to reside at the Property; or

2.3. On the expiry of not less than 4 weeks written notice given by the employer to the employee at any time.

3. You agree to vacate the Property immediately when the licence to occupy granted by this Agreement ends and shall leave the Property in a clean and tidy condition.

4. Your occupation of the property will commence on (enter date of proposed occupation).

This permission gives you a right to occupy: (Describe the accommodation to be occupied by the employee).

5. In addition you have permission to use in common with other licensees the following parts of the property (Describe the accommodation to be occupied by the employee in common with the owner and others).

The areas which are for your sole use and for use in common are marked on the plan attached to this letter. (A plan is desirable and may help to avoid territorial disputes arising).

6. The property is suitable for habitation by adult persons and this number must not be exceeded. To do so is to commit an offence under the Housing Act 1985.
(Enter the number of permitted residents. Room size 110sq. ft. or more, 2 persons.90-110 sq.ft., 1.5persons 70–90sq. ft., 1 person.5–70 sq. ft, 0.5persons. Under50 sq. ft., uninhabitable. Count only normal sleeping and living rooms. Child aged 1-10 counts as 0.5).

7. This Agreement is personal to you and your employment with [employer].

Your obligations during your occupancy of the property are:

a) to pay for (Set out as may be agreed, eg Council Tax /Gas /Electricity /Water /Telephone /TV Licence /own interior furnishings).

b) To keep the interior parts occupied exclusively by you in good repair and decorative order and in a clean, tidy and safe condition. (Specify if owner is to be responsible for specific interior repairs).

c) To use the property only as your home and not for any business use.

Not to sublet or transfer the whole or any part of the Property. You may not take in any lodgers or paying guests [except members of your immediate family, or as may be specifically permitted by the owner].

e) To notify the owner or the person named in paragraph 10 of any statutory notice received by you as the occupier of the property.

f) Not to use the property for any illegal or unlawful purpose.

g) To insure your own personal effects.

h) (List any other local requirements. e.g. noise, nuisance, washing, car parking, window cleaning).

8. The owner's obligations to you during your occupancy of the property are:

a) To keep the property in good and substantial structural repair.

b) To keep in repair:

* The principal space heating systems
* The service for supply of water, gas and electricity
* The drains and drainage systems
* Windows, doors and the means of securing the

(List other specific items which it is agreed that the owner will also repair).

c) To insure the property for the usual insurable risks which will include the provision of temporary housing in the event of the property becoming uninhabitable as a result of one of the risks. [This insurance will not include the occupier's personal possessions]

d) To pay for (List any items not included in 7a) for which the owner will pay).

e) To permit you and your family peaceably to occupy the property whilst this permission remains in effect.

f) To consult with you and to give reasonable notice of any intention to carry out works or materially to vary the terms or arrangements under which this permission is given.

g) To respond to your reasonable request for repairs or information within seven days of receipt of your letter or other notification.

9. If you have any complaint in respect of any aspect of the property or the terms and arrangements under which this permission is given you should raise the matter with (the name of the appropriate officer, e.g. clerk of AM).

In the event that it is not possible to resolve any dispute amicably the matter may be referred to (the name of an agreed independent arbitrator) for arbitration and whose decision shall be binding on both parties.

10. Any enquiry or request for repairs under this permission should be made

to

at
(Set out above full name and address of person /title who has authority to action repairs or to exercise responsibility in respect of owner's obligations).

11. The address of the owner is:

(Enter the registered or other formal address of the owner).

Signed on behalf of the employer by

[name and position held]

I have read fully the above document and agree to occupy the property on the terms and conditions as set out in the document. I also undertake to ensure that all other adult persons who will reside with me are made aware of these conditions and in particular that which requires the property to be vacated in the event of termination of employment.

Signed by the employee

Date