Central England Quakers

# Service Occupancy Agreement

**[Complete or edit sections in square brackets]**

Name [name or names of employee(s)]

Address [current address of employee(s)]

Dear [name or names of employee(s)]

This document explains the basis on which Central England Area Quaker Meeting has granted permission for you to reside at [full address of property where the employee(s) will reside]

**1** The permission arises from your employment as [job title(s)] with Central England Area Quaker Meeting at [name of meeting house or other premises] dated [date of contract of employment], a condition of which is that, for the better performance of the duties, you shall reside at [full address of property where the employee(s) will reside].

**2** The permission will expire on the termination of your employment or in the event of any breach of the obligations as set out in paragraph 7 of this letter.

**3** On the expiration of this permission you [with all those residing with you] must vacate the property immediately.

**4** Your occupation of the property will commence on [date].

**5** This permission gives you exclusive possession of: [description – e.g. the whole flat/house/bungalow, or the areas marked for your sole use on the plan attached].

In addition you have permission to use in common with other licensees the following parts of the property [marked on the attached plan or delete if not applicable].

The areas which are for your sole use and for use in common are marked on the plan attached to this letter.

**6**  The property is suitable for habitation by [see [www.shelter.org.uk](http://www.shelter.org.uk) for definitions of permitted number] adult persons (a child aged under 10 counts as 0.5) and this number must not be exceeded. To do so may be to commit an offence under the Housing Act 1985.

**7** Your obligations during your occupancy of the property are:

a) to pay for [list occupier’s responsibilities – e.g. Council Tax, electricity, gas, water, telephone, internet etc.].

b) to keep the interior parts occupied exclusively by you in good repair and decorative order.

c) to permit the owner or any person authorised by the owner to enter the property on reasonable notice for the purpose of meeting the owner’s obligations.

d) to use the property only as your home and not for any business use.

e) not to purport to sublet the whole or any part of the property. You may not take in any lodgers or paying guests [members of your immediate family, or as may be specifically permitted by the owner]

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

g) not to use the property for any illegal or unlawful purpose

**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 them
* [add or delete as required]

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. [Insurance will not include the occupier’s personal possessions.]

d) to pay for [specify as required – e.g. Council Tax, electricity, gas, water, telephone, internet etc.]

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.

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

**9** It 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 [named person and/ or role].

In the event that it is not possible to resolve any dispute amicably, the matter may be referred to [named person and/or role] 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 [name and/or role] at [address].

**11** The address of the owner is: Central England Quakers, 40 Bull Street, Birmingham B4 6AF

Yours sincerely

Signed on behalf of the employer by

[Name], [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 the termination of an employment.

Signed by the employee.

Date

Please sign two copies and keep one for your records.