

EXCLUDED TENANCY AGREEMENT (HOMES FOR UKRAINE SPONSORSHIP SCHEME)

(1)(Host)

and

(2) (Beneficiary)

(England only)

Agreement creating an Excluded Tenancy Agreement (Homes for Ukraine Scheme)

(England only)

IMPORTANT:

This is a legally binding document. Please read it carefully to ensure that it contains everything you want and nothing you are not prepared to agree. This Tenancy is governed by the common law and is NOT an Assured or Assured Shorthold Tenancy. This Tenancy is an excluded tenancy in accordance with section 3A of the Protection from Eviction Act 1977i

DATE: [date]

PARTIES:

On the one part [*full name of “the Host/s”*]:

of “the Property” being [*address*]:

On the other part: [*full name of the “Beneficiary/ies”*]

of: [*address in Ukraine*]

Full names and dates of birth of any accompanying children [if applicable]:

1. DEFINITIONS

1.1 In this Agreement the following definitions apply:

Beneficiary	means the singular or the plural where there is more than one beneficiary;
Communication Service	a telephone (other than a mobile telephone), the internet, cable television or satellite television;
Fixtures and Fittings	any fixtures and fittings set out in the Inventory and Schedule of Condition (if one is agreed);
Furniture and Effects	any furniture, furnishings and effects set out in the Inventory and/or Schedule of Condition (if one is agreed);
Host	means the singular or the plural where there is more than one host;
Inventory and Schedule of Condition	the schedule, which may be attached to this Agreement, setting out and evidencing the state and condition of the Property and any Fixtures and Fittings and Furniture and Effects at the Property at the start of the Term;
Property	<i>[Host to insert a description of the Property];</i>
Utility	electricity, gas or other fuel, water or sewerage, heating, ventilation and all other utilities serving or consumed at the property.

2. LETTING

2.1 The Host proposes to let to the Beneficiary the Property *[address]* as described in paragraph 2.2 for a period of at least 6 months commencing on *[date]* to provide the Beneficiary with shelter, on a temporary basis, during a period of crisis.

2.2 The Property to be let is as follows: *[insert property address]*

2.3 The Beneficiary acknowledges that as the property is being let rent-free, this Agreement does not create an assured or assured shorthold tenancy, and that the tenancy created at common law is an excluded tenancy by virtue of section 3A(7) of the Protection from Eviction Act 1977.

2.4 The Host reserves the right to access the Property for the purposes set out in paragraph 3.7 below, both in person and by instructing agents, and subject, except in the case of an emergency, to giving notice as specified in that paragraph.

2.5 The Host reserves the right to re-enter the Property in the event that the Beneficiary breaches this Agreement.

3. BENEFICIARY'S COVENANTS

The Beneficiary agrees with the Host:

3.1 Payments

3.1.1 no payment of rent is payable under this Agreement.

3.2 Utilities & Council Tax

3.2.1 that the Host may ask the Beneficiary to pay a reasonable and proportionate contribution (according to use) for all charges of water, gas and electricity consumed during the Beneficiary's occupation assessed by the Host according to estimated use or on some other reasonable basis from accounts to be produced to the Beneficiary on request.

3.2.2 that if food is provided, the Host may ask the Beneficiary to pay a reasonable and proportionate contribution (according to use) towards food.

3.2.3 that the [Host/] shall pay the Council Tax for the Property [delete as appropriate]

3.3 Maintenance

3.3.1 to keep and leave the interior of Property, including any Fixtures and Fittings and Furniture and Effects, clean and tidy and in good and tenantable repair and otherwise in the same condition and decorative order (fair wear and tear excepted) throughout the duration of the tenancy, as specified in the Inventory and Schedule of Condition (if one is agreed);

3.3.2 not to cause any obstruction or damage to any of the plumbing, including drains, pipes, sinks, lavatories, or cisterns at the Property to report without delay all defects and wants of repair;

3.3.3 to keep the Property free from all pests or vermin and to inform the Host immediately of any infestation or damage so caused;

3.3.4 to keep any smoke alarms in good working order by replacing batteries where necessary;

3.3.5 to replace all electric light bulbs;

3.3.6 to clean the Property at the end of the tenancy to the same standard to which the Property, the Fixtures and Fittings, and the Furniture and Effects were cleaned prior to the start of the tenancy, as set out in the Inventory and Schedule of Condition (if one is agreed);

3.4 Alterations

3.4.1 not to make any alterations or additions to the Property or erect any buildings, sheds, huts or other erections nor to remove any of the Fixtures and Fittings. If the Beneficiary wishes to carry out any redecoration of the Property, or any part of it, they must obtain the prior written consent of the Host;

3.4.2 not to alter the garden in any way but to leave the layout of the garden as existing at the start of this Agreement; and

3.4.3 not to remove from the Property, the Fixtures and Fittings, nor the Furniture and Effects nor any substituted furniture and effects.

3.5 Assignment or Underletting

3.5.1 not to assign (transfer) the tenancy, nor underlet, part with or share possession or occupation of the Property or any part of it or take in lodgers or paying guests.

3.5.2 the persons who will be entering into occupation with me at the start of the tenancy are:

FULL NAME	DATE OF BIRTH

3.6 Animals

3.6.1 not to keep on the Property or any part of it any pets or any other animals on the Property without prior written consent from the Host, and if consent is given for the keeping of pets or animals it may be withdrawn at any time with proper notice and reasonable justification.

3.7 Visits by the Host

3.7.1 to permit the Host, and all others authorised by them and their agents, with or without workmen, and others at all reasonable times and with reasonable frequency during the tenancy upon providing a minimum of 24 hours' written notice (except in the case of emergency when no prior notice is required) to enter the Property for examining, maintaining or repairing the Property or any of the contents, or the carrying out of safety inspections;

3.7.2 to permit the Host, and all others authorised by them:

(a) at reasonable times of the day to show prospective tenants or purchasers around the property; and

(b) to display a “for sale” or “to let” sign on the property in the last two months of the tenancy.

3.8 Activities at the Property

3.8.1 not to use the Property to conduct a business;

3.8.2 not to use the Property for any illegal purposes;

3.8.3 not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Property;

3.8.4 not to consume or allow to be consumed at the Property any drugs or any other substance which are, or become, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances;

3.8.5 not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for general household use;

3.8.6 not to do or permit to be done on the Property any act or thing which may be or become a nuisance damage annoyance or inconvenience to the Host or the owners or occupiers of any neighbouring land.

3.9 At the end of the tenancy

- 3.9.1 to make good any damage caused to the Property during the course of the tenancy;
- 3.9.2 to leave the Furniture and Effects in the rooms in which they were at the start of the tenancy;
- 3.9.3 to remove and dispose of any rubbish and to leave the Property in a clean, sanitary and tidy condition;
- 3.9.4 to return all keys to the Host and provide a forwarding address for correspondence.

4. HOST'S COVENANTS

The Host agrees with the Beneficiary:

- 4.1 to keep in tenantable repair the structure and the exterior of the Property and to keep in repair and proper working order the installations (if any) in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks and sanitary conveniences but not any appliances and related fixtures and fittings for making use of water, gas or electricity) and for space heating and heating water provided that the Host is not required to carry out any works or repairs for which the Tenant is liable by virtue of its duty to use the Property in a tenant-like manner;
- 4.2 that the Beneficiary may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from or by the Host, subject to the Beneficiary acting in accordance with this Agreement;
- 4.3 that the electrical appliances and installations provided by the Host are safe and will not cause danger.
- 4.4 that where there is gas supply to the Property, that it is safe.
- 4.5 that the Property is suitably equipped with smoke alarms (and where appropriate with carbon monoxide alarms) that are in proper working order.

5. ENDING THE TENANCY

The tenancy may be ended:

- 5.1 after a period of 6 months, by either party giving 2 weeks' notice; or
- 5.2 at any time, if the Host ceases to be able or willing to continue to let the Property to the Beneficiary, by the Host giving the Beneficiary reasonable notice to quit the accommodation, such reasonable notice to be at least 2 months wherever possible; or
- 5.3 at any time, by the Beneficiary giving the Host reasonable notice of their intention to vacate the property; or
- 5.4 by the Host giving the Beneficiary reasonable notice to quit the Property at any time if the Beneficiary breaches this Agreement. The Host reserves the right to re-enter the Property if the Beneficiary breaches this Agreement.

6. NOTICES

- 6.1 Any notice served by the Host or Beneficiary must be served in writing.
- 6.2 Such notice may be served personally, by delivering by hand or by first class post, to the Property or to the Host's address, as applicable.
- 6.3 Where more than one individual is the Beneficiary, the Host may accept notice from one Beneficiary as being by and on behalf of both or all.

7. VACATING

- 7.1 When the tenancy has ended, the Beneficiary must vacate the property leaving it clean and tidy and return the keys to the Host.
- 7.2 The Host must notify the relevant Local Authority if the Agreement ends early.

8. THIRD PARTIES

- 8.1 A person who is not a party to this licence may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999

9. JURISDICTION

9. This Agreement is applicable to England only.

I confirm that I have accepted the above Agreement.

SIGNED by the parties on the date of this Agreement

Signed:	
	(By the Host/s)
Signed:	
	(By the Beneficiary/ies)