



**There may also be a service charge if the property is on an estate CHECK NB this clause need to be altered if there is a local agreement as follows:**

The Employee shall pay the Employer a monthly rent of in accordance with the local agreement between ...and ..... in advance on the first Monday of each month which rent shall be reviewed from time to time from time under the agreement and the new rent shall be notified to the employee one month before the new rent shall take effect.

**]**

#### **4 RESTRICTION ON ASSIGNMENT**

The permission to reside in the Premises conferred by this Agreement is personal to the Employee and is not assignable and shall terminate automatically without any separate notice on the determination of the Employment Agreement or if the Employee ceases to reside in the Premises or this Agreement is determined in accordance with Clause 9

#### **5 THE EMPLOYEE'S RIGHTS DUTIES AND OBLIGATIONS**

The Employee agrees with the Employer:

- 5.1 To reside in the Premises so long as the Employment Agreement continues for the proper performance of his/her duties under the Employment Agreement
- 5.2 The Employee shall have the right to use the Premises, including its own individual garden, if any, and where the Premises are part of an estate shall have the right in common with all tenants of the estate to use all roads, footways, communal facilities and gardens and open spaces on the estate, subject to the requirements that in doing so the Employee shall behave in a reasonable manner and in accordance with all the Employer's regulations
- 5.3 The Employee shall occupy the Premises as a private residence and as his or her principal home, and shall not use the Premises for any non-residential purpose
- 5.4 The Employee shall have the right to use water, electricity and gas where provided, but is responsible for the payment of all necessary connection charges and for the water, gas and electricity consumed
- 5.5 Where the Premises are a flat or maisonette, all the legal occupants in the building containing the flat or maisonette shall have the right to use all common facilities and services and all common entrances, halls, lifts and passageways necessary to provide access to their accommodation.
- 5.6 The Employee shall keep the Premises in good repair and condition and shall not permit anything which prevents the Premises and any

communal areas near the Premises from remaining clear and free from obstruction, and shall not permit the Premises to become overcrowded.

- 5.7 The Employer shall be permitted to occupy the accommodation with his/her immediate family
- 5.8 The Employee and any person residing with him/her must avoid any conduct within or in the vicinity of the Premises likely to cause a nuisance or annoyance to the Employer or any Tenants of the Employer, their guests or any neighbours.

**This last sub-clause applies in particular to any conduct or activity which constitutes discrimination, intimidation or harassment for any reason including the gender, race, colour, religion, age, disability or sexual orientation of a person.**

- 5.9 The Employee shall not keep any animals on the Premises without the prior written consent of the Employer. No dogs (except guide dogs or hearing dogs) shall be kept in flats or maisonettes.
- 5.10 The Employee shall not, without the Employer's prior written permission, store or use in the Premises liquid petroleum gas containers (e.g. Calor Gas) or any other inflammable gases, liquids (e.g. paraffin) or materials.
- 5.11 In relation to vehicles:
  - 5.11.1 The Employee shall not park on the estate any commercial vehicle licensed to carry loads above 7 hundredweight without prior written permission or any untaxed or derelict vehicle.
  - 5.11.2 The Employee shall not park or cause or allow to be parked any other vehicle on the Premises or on any other land belonging to the Employer except in defined parking areas and only in the manner permitted or required by the Employer in accordance with any regulations or bye-laws, but not such as to cause nuisance or obstruction.
  - 5.11.3 Fire access points must be kept clear of vehicles at all times, particularly from clearly marked fire tracks on major estates.
  - 5.11.4 The Employer will remove vehicles in breach of this agreement from Employer owned land and recover the cost of doing so from the Employee.

- 5.12 In respect of repairs:

- 5.12.1 The Employee shall at his/her own expense be responsible for repairing all damage to the Premises, their fixtures and fittings, fences and any common premises, or fixtures or fittings shared with any other person or the Employer, caused through neglect, carelessness or misuse of the Employee, any member of the Employee's family, or persons visiting the Premises at his or her invitation, express or implied.
- 5.12.2 If the Employee fails to carry out any repair which is the Employee's responsibility under Clause 5.12.1 above, the Employer may give written notice requiring the Employee to carry out the repairs within a reasonable time specified in the notice. If the Employee fails to carry out the repairs within that time, the Employer may enter the Premises to carry out the necessary work and charge the Employee a reasonable sum (including administrative costs) for it.
- 5.12.3 At the end of the Service Tenancy the Employee shall give vacant possession of the Premises and shall remove all personal belongings, whether they belong to him or her, his or her family, or any other person living at the Premises. If any property is found on the Premises after the Employee has vacated, then the Employer may deem it to have been abandoned and may dispose of it in such a manner as it thinks fit without incurring any liability.
- 5.12.4 The Employee shall leave the Premises and the Employer's fixtures and fittings in as good a state as they were at the beginning of the agreement and in accordance with the Employee's obligations under this agreement, fair wear and tear and failure by the Employer to perform its obligations excepted.
- 5.12.5 At the end of the Service Tenancy, the Employee shall be responsible to the Employer for the cost of any clearing of the Premises or any works or reinstatement made necessary by any breach of the Employee's obligations under this agreement.
- 5.13 The Employee shall notify the Employer without delay of any defect in the Premises which the Employer is obliged to repair.
- 5.14 The Employee shall allow, upon reasonable notice and proof of identification, access to the Employer's Officers or agents to:
- (i) carry out repairs or an inspection of the state of repairs to the Premises;
  - (ii) enable the Employer to carry out any works of excavation, repair, disinfestation, modernisation, improvement, building or

rebuilding to any neighbouring property or land in its ownership, the Employer making good any damage caused to the Employee's property in the course of exercising such rights.

- 5.15 Officers or agents of the Employer may however enter the Premises without giving notice if, in the opinion of the relevant officer such entry is necessary because of an emergency from which personal injury or damage to the Employer or Employee or adjoining property might result. Proof of identification must be provided where the Employee is in the Premises.

## **6 DECORATIONS, ALTERATIONS OR ADDITIONS**

- 6.1 The Employee shall decorate the inside of the Premises as and when necessary and at least every five years, and shall keep it and any garden and any garage which is part of the Premises in a clean and tidy condition; except where the Employee is unable to carry them out because of handicap and no other member of the Employee's household who is living with the Employee is able to do so.

- 6.1 The Employee shall not:

- (i) decorate the exterior of the Premises, or
- (ii) carry out any structural alterations or make any additions to the Premises, or
- (iii) alter or add any fixtures to the Premises, or
- (iv) make any addition or alteration connected with the provision of services to the Premises

## **7 THE EMPLOYER'S RIGHTS, DUTIES AND OBLIGATIONS**

- 7.1 The Employer shall not interfere with the Employee's rights of possession of the Premises so long as the Employee complies with his or her obligations under this Agreement or unless permitted, by the terms of this Agreement or by law.

- 7.2 The rent and other charges may be varied by the Employer upon giving the Employee four weeks' notice in writing of the increase.

## **8 REPAIRS: THE EMPLOYER'S RESPONSIBILITIES**

The Employer shall:

- 8.1 keep in repair the structure and exterior of the Premises, which includes:
- (i) drains, gutters and external pipes;
  - (ii) the roof;

- (iii) outside walls, outside doors, window sills, window catches, sash cords, glazing putties and window frames and glass, including necessary exterior painting and decoration;
- (iv) chimney and chimney stacks – this does not include the sweeping of the chimneys
- (v) fences, pathways, steps and other means of access;
- (vi) plasterwork; and
- (vii) garages and external stores.

8.2 keep in repair and proper working order the installations in the Premises for the supply of water, gas and electricity and for sanitation. This includes basins, sinks and sanitary conveniences, but not fixtures, fittings and appliances for making use of the supply of water, gas or electricity;

8.3 keep in repair and proper working order the installations in the Premises for space heating and water heating;

8.4 the obligations above shall extend to all parts of the building owned by the Employer of which the Premises form a part and which affect the Employee's enjoyment of the Premises or of the common parts of the building. They shall also extend to any installations which directly or indirectly serve the Premises and are owned or controlled by the Employer.

8.5 The Employer will not be liable to repair any of the above if such repair becomes necessary through the fault of the Employee or because the Employee has failed to keep the Premises in repair

8.6 The Employer will decorate the exterior of the Premises, including communal parts of flats and maisonettes, as and when in its opinion it is necessary

8.7 The Employer will only be responsible for internal decorations following a repair for which it is liable. **[ it is advisable to have a schedule of condition drawn up to avoid arguments about the state of repair]**

## **9 DETERMINATION OF THE AGREEMENT**

The Service Tenancy conferred by this Agreement shall determine:

9.1 If the Employer gives written notice to the Employee determining the Employment Agreement in accordance with the Employment Agreement upon the determination of the said Employment Agreement

9.2 If the Employee ceases to reside in the Premises

9.3 At the expiration of not less than four weeks' notice in writing by the Employer to the Employee given at any time separate and apart from any notice under the Employment Agreement

9.4 Upon the expiration of not less than four weeks written notice served by the Employer at any time if the Employee is in breach of any of the terms of this Agreement

- 9.5 Upon the expiration of not less than four weeks written notice served by the Employer in the event of the death of the Employee such notice to be served on the Employee's personal representative and/or spouse

## **10 SERVICE OF NOTICES**

The Employer shall have the right to serve all Notices on the Premises including any Notice to determine this agreement and this shall be deemed to be good service during the continuance of the Service Tenancy

AS WITNESS the hands of the parties the day and year first above written

SIGNED By )

)  
Duly authorised officer )

SIGNED By the above named Employee.....

In the presence of:

Name of Witness: .....

Signature:.....

Address: .....

.....

Occupation: .....