

DATED [Date]

LICENCE AGREEMENT

between

[NAME OF SCHOOL]

and

[NAME OF EMPLOYEE]

to occupy Staff Accommodation at [NAME OF SCHOOL]

THIS AGREEMENT is dated Date

PARTIES

(1) [Name of School] of [Address] (the "School")

and

(2) [Name] ("you")

TERMS AND CONDITIONS OF OCCUPANCY OF [Address of property to be occupied] (the "Accommodation")

1. All accommodation on the School site remains in the sole ownership of the School.
2. During the period of your employment by the School, or during any such shorter period as the School may require, it shall be a condition of your employment that for the proper performance of your duties you shall occupy the accommodation, or such alternative accommodation as may be provided by the School, during term time and may also do so at any time during the School holidays.
3. The Accommodation shall be personal to you only who shall occupy it without payment as a service licensee only and not as a tenant. For the avoidance of doubt, no other party (including your spouse, civil partner or children Under 16) shall be deemed to be a licensee for the purpose of this Agreement.
4. Any persons 16 or over staying in the accommodation will have a separate DBS check.
5. Your occupation of the Accommodation shall not imply that the School shall as a condition of employment be obliged to provide them with housing accommodation.
6. You shall not, without the consent of the School, permit any other person to occupy the Accommodation with you. Such permission will also be required for partners and/or other family members not employed by the School.
7. Ownership of all furniture, fixtures and fittings provided from the funds of the School shall remain vested in the School. Periodically the School may request an inventory of all furniture, fixtures and fittings for the Accommodation. Any items of furniture or fittings owned by you shall be notified in writing to the Bursar to ensure insurance cover is maintained. [Refer to the attached schedule for a list of items owned by the School.]
8. An inventory of contents will be agreed at the commencement of occupation of the Accommodation and which must be signed you who shall also retain a copy for your records.
9. You shall keep the Accommodation and the fixtures and fittings therein clean, tidy and undamaged; fair wear and tear excepted. The Headteacher shall be notified within 24 hours of any damage to or theft of School contents from the Accommodation. You also agree not to undertake any illegal activities in the Accommodation.

10. You shall not keep any animal/pet at the Accommodation without the permission of the Headteacher.
11. Whilst you are entitled under the terms of this licence to occupy the Accommodation, the School shall pay all rates, taxes and buildings insurance payable in respect thereof and shall keep the same in good repair and condition.
12. [Personal use of school telephones is permitted. The School reserves the right to charge for any personal calls made using school property.]
13. The School maintains a nominal level of insurance. You shall take out appropriate insurance cover for your personal possessions and property held at the Accommodation and shall not seek compensation from the School for any loss or damage incurred in respect of such possessions and property. You must notify the Headteacher, within 24 hours of you being notified, of any impending visit from a bailiff or any other enforcement officer.
14. The School is not liable for:
 - a) Death of, or injury to, you or invitees to the Accommodation;
 - b) Damage to any property belonging to you or that of an invitee to the Accommodation;
 - c) Any losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability incurred by you or your invitees to the Accommodation;
 - d) Removal costs.
15. You shall replace with articles of the same kind and value any items of the fixtures and fittings that may be lost, damaged or destroyed, fair wear and tear excepted, or pay for them as reasonably requested by the School.
16. Smoking is not permitted in the Accommodation.
17. Should you, by any act or omission, render the Accommodation unfit for habitation, you must notify the Headteacher immediately. In addition, for any activities carried out in the Accommodation that may be deemed to cause a nuisance or be in any way hazardous, written permission from the Headteacher must be obtained prior to their commencement. The Accommodation may not be used for any commercial venture, unless it is directly related to School activities or approved in writing by the Headteacher.
18. You are permitted to have visitors stay overnight within the Accommodation, provided that written permission is sought and granted from the Headteacher.
19. You shall be responsible for any guests whilst on School property.
20. You shall be responsible for the behaviour of any family, friends, guests and pets whilst they are present in the Accommodation. Such behaviour should be kept within that reasonably expected for a school property and the School reserves the right to ask any such person to leave the School premises if their behaviour is deemed to be unacceptable.
21. You shall not make any alterations nor affix anything to any part of the Accommodation without the prior consent of the Headteacher.
22. The School, and any persons authorised by the School, may enter the Accommodation at any time to inspect the Accommodation, in an emergency, or so long as reasonable notice (usually taken as 24 hours except in an emergency) is provided.

23. Should you be suspended from duty as part of a disciplinary investigation, the School reserves the right to request you to vacate the Accommodation and relocate to alternative, temporary accommodation. In such circumstances there is no obligation for the school to provide alternative accommodation or pay for the cost associated therewith.
24. Upon the termination of your employment (or relevant responsibility) for whatever reason, your right to occupy the Accommodation shall cease and you shall forthwith deliver up possession of the Accommodation and of the School's fixtures and fittings therein to the School.
25. In the event that your employment is continuing, the School is required to provide one term's notice of the cessation of your right to occupy the Accommodation.
26. Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.
27. The School gives no warranty that the property is physically for the purposes specified in this licence.
28. If both husband and wife are employed by the School and one or the other is dismissed for any reason then:
 - a) If the party dismissed is the member of staff whose role is connected to the Accommodation, then both the husband and wife shall not reside at the Accommodation and possession shall be delivered up forthwith
 - b) If the party dismissed is the partner of the member of staff whose role is connected to the Accommodation, then the partner shall not reside at the Accommodation unless permission is granted by the Headteacher.
29. You acknowledge that you do not rely on, and shall not have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this Licence as to any matters mentioned in this Licence.
30. This Licence and any dispute or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
31. Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute and claims arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes and claims).
32. None of the provisions in this agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Agreement.

AS WITNESS the hands of the parties hereto:

Signed on behalf of the School

Date

Signed by the member of staff

Date

Schedule of School owned furniture

[All white goods in the accommodation (eg cooker, fridge freezer and washing machine)]