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**Housing Justice Hosting Agreement**

**(the “Agreement”)**

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| --- | --- |
| Name of Host | **<insert>****(the “Host”); AND** |
| Name of Guest | **<insert>****(the “Guest”); AND** |
| Name of London Hosting Member | **Housing Justice; a company limited by guarantee, company registration number 2017207 and a registered charity, with charity registration number 294666, of registered office address 256 Bermondsey Street, London, SE1 3UJ****(the “Agency”)** |
| Address of Host(including London Borough) | **(the “Property”)** |
| Description of room/sleeping area to be occupied by the Guest  | **<insert location of bedroom room or if no separate bedroom, location of sleeping area>** **(the “Sleeping Area”)** |
| Start Date of the Agreement | **<insert>****(the “Start Date”)** |
| Length of Placement | short term [ ] medium term [ ] long term [ ] |

1. **General Terms**

1.1 This Agreement is between:

1. the Host; and
2. the Guest; and
3. the Agency (the “Parties”)
4. where the Host grants the Guest licence to:
5. occupy the Sleeping Area
6. use the kitchen, sitting rooms, bathrooms, washrooms and gardens, which form part of the Property (including all accessways to these areas) (the “Facilities”) (as appropriate, should they exist at the Property) in common with the Host and all others authorised by the Host; and
7. use any furniture, furnishings and other items in the Property (the “Contents”)

and

1. the Agency agrees to provide ongoing support and assistance to the Host and the Guest

on the terms and conditions and subject to any liabilities and indemnities set out in the Agreement.

**The Parties agree:**

* 1. This Agreement is an excluded licence agreement within the meaning of Section 3A of the Protection from Eviction Act 1977 (the “Act”). This means that:
1. the Agreement is excluded from the provisions of the Act; and
2. the Host does not have to get a court order to end this Agreement or to make the Guest leave once it has ended.

	1. This Agreement starts on the Start Date and is for a day and is thereafter from day to day until it is terminated in accordance with this Agreement.
	2. This Agreement has been granted as part of a project which aims to help to create a viable alternative temporary accommodation provision for destitute migrants who have no access to public funds.
	3. This Agreement does not give the Guest exclusive occupation of the Sleeping Area and the Guest acknowledges that:
* the Host retains control and possession of the Sleeping Area
* the Host cannot be excluded from the Sleeping Area

* the Host has the right to enter the Sleeping Area at any time
* no relationship of landlord and tenant is created by this Agreement
* this Agreement is not a tenancy.
	1. So that the Property can meet the needs of the Host, the Guest and other occupiers of the Property, the Host may change the Sleeping Area from time to time without the Guest’s notice or agreement. The Host may require the Guest to move the Sleeping Area for any reason considered necessary by the Host.
	2. At any time, the Host may:
1. add to, remove, change or replace any of the Contents
2. remove, change or give the right to use the Facilities.
	1. Nothing in this Agreement shall give any third party any benefit or right to enforce any term of this Agreement and the Parties may agree to cancel or vary this Agreement in whole or in part without being required to seek or obtain the consent of any third party.
3. **The Host** **agrees, subject to the terms of this Agreement, to:**

* 1. Allow the Guest to use:
* the Sleeping Area (as amended under the Agreement)
* use the Contents; and
* use the Facilities

until the Agreement is ended.

* 1. Where practicable and at the Host’s discretion, provide the Guest with:
* fresh bed linen and towels each week
* soap and toilet paper in the bathroom used by the Guest
* breakfast, lunch and an evening meal each day
* a set of keys for the Property and the Sleeping Area if applicable
* a copy of any insurance policy relating to the Property on request.
	1. Arrange for the Sleeping Area, the Facilities to be cleaned every week.
	2. Treat the Guest in a respectful and courteous manner, including showing sensitivity to any cultural and religious needs of the Guest.
	3. Keep the Property safe from any health and safety hazards.
	4. Inform the Agency:
* and the Guest, if the Host becomes aware of any health and safety hazards at the Property
* of any concerns about the health and safety of the Guest or other occupiers of the Property
* if the Guest breaches the terms of this Agreement or if a situation occurs where it may not be in the Parties best interests for the Agreement to continue (including but not limited to where the Guest disappears, is arrested, has an accident or becomes seriously ill)
* as soon as possible if the Host needs to end the Agreement.
	1. Not to act as an official representative of the Agency.
	2. End the Agreement once all of the Guest’s immigration appeal options have been exhausted. The Host understands that the Agency’s involvement will cease once the Guest has been referred back to the organisation which referred them to the Agency for assistance sourcing accommodation.
	3. Meet with the Agency’s project co-ordinator and the Guest at the Property as and when necessary.
1. **The Guest agrees:**
	1. To keep the Sleeping Area, the Contents, the Facilities and the Property, clean, tidy and free from rubbish.
	2. To notify the Host of any damage to the Property or the Contents caused by the Guest or the Guest’s visitors.
	3. Not to operate a business or any other commercial activity in the Sleeping Area and/or the Property.
	4. To comply with the House Rules. A copy of the House Rules is set out in the Schedule to this Agreement. The House Rules can be changed by the Host from time to time and the Guest must follow the new House Rules as and when notified of them by the Host.
	5. Not to permit anyone else to stay in the Sleeping Area or the Property.
	6. Not to invite visitors to the Property without first seeking permission from the Host. The Guest is liable for any damage to the Property or the Contents caused by the Guest or the Guest’s visitors.
	7. To attend meetings with the Host and the Agency on request.
	8. Not to make a copy of any keys to the Property and/or Sleeping Area provided by the Host.
	9. To notify the Host immediately if the Guest loses any keys to the Property and/or Sleeping Area provided by the Host and to be responsible for the cost of any replacement keys and locks for all occupants of the Property.
	10. To move to a different Sleeping Area if asked to do so by the Host.
	11. Not to prevent the Host or any person authorised by the Host from entering the Sleeping Area and/or the Property.
	12. Not to re-decorate and or make any alteration or addition to the Sleeping Area, the Contents and/or the Property.
	13. Not to be under the influence of illegal drugs, nor consume alcohol nor smoke in the Property nor use the Property for any illegal, immoral or unlawful activity.
	14. Not to keep any pets in the Sleeping Area and/or Property.
	15. Not to keep anything in the Sleeping Area and/or the Property which maybe likely to cause an explosion.
	16. Not to obstruct or leave rubbish or dangerous materials or belongings which could constitute a health or fire safety risk in the Sleeping Area and/or the Property.
	17. Not to play any musical instrument or audible music between the hours of 11pm and 8am at the Property.
	18. Not to use the Host’s telephone without first getting the Host’s permission.
	19. Not to do, or threaten to do anything which causes or is likely to cause or is capable of causing a nuisance or annoyance to other occupiers of or visitors to the Property; and/or any person living in, visiting or engaging in a lawful activity in the Property or in the locality.
	20. Not to store the personal belongings of other people in the Sleeping Area and/or the Property.
	21. Not to harass, bully or pester or threaten to harass, bully or pester any other occupiers of the Property and/or any person living in, visiting or engaging in a lawful activity in the Property or the locality.
	22. Not to invite sales people into the Property or enter into any agreements using the address of the Property.

* 1. Not to allow other people to use the Property as a postal address.
	2. Not to cause damage to the Property and/or the Contents and/or any property belonging to the Host, other occupiers of the Property and/or occupiers of other property in the locality.
	3. To give the Host at least 1 day’s notice to end this Agreement.
	4. To give the Host notice to end the Agreement if the Guest’s circumstances change and the Guest can get housing through the government or otherwise. If this occurs the Guest acknowledges that the Host and the Agency can no longer provide accommodation and/or assistance with sourcing accommodation.
	5. That the Agency and/or the Host may have to notify government officials or police officers that the Guest is living at the Property. Where possible, the Agency and the Host will respect the confidentiality of the Guest.
	6. That on the day on which this Agreement ends the Guest will:
* move out of the Property
* remove personal belongings and rubbish from the Property
* return the keys to the Sleeping Area and the Property to the Host
* leave the Sleeping Area and the Contents and any fixtures and fittings in a clean and good condition
* leave the Contents in the Property.
	1. That the Host is not responsible for anything left behind by the Guest in the Sleeping Area and/or the Property after this Agreement ends.
1. **How the Agreement may be ended by the Host**
	1. The Host can end this Agreement at any time and without reason by giving the Guest a written notice. If this happens, the Agency may help the Guest to find alternative accommodation but the Guest understands that this may not be possible.
	2. The Host will give the Guest reasonable notice to end the Agreement. Reasonable notice might be a very short period of time if the Guest is asked to leave because of violence or disruption or once all of the Guest’s immigration appeal options have been exhausted.
2. **The Agency agrees:**
	1. To provide the Host and the Guest with information to help keep the Host and the Guest and any other occupiers of the Property safe.
	2. To regularly review the progress and sustainability of this Agreement with the Host and the Guest.
	3. To provide regular ongoing training and support to the Host.
	4. To give the Host and the Guest a mobile number for out of hours support and assistance.
	5. To work with the Host and the Guest to end the Agreement if the Guest has exhausted all immigration appeal options or if the Guest has been offered other accommodation such as through the Home Office. If the Agreement is to be terminated, the Agency will use reasonable endeavours to organise and carry out a closing meeting with the Host and the Guest to agree the appropriate action to be taken.
3. **Indemnities and liabilities**

**The Parties agree:**

* 1. That while the Agency has made reasonable efforts to vet the Guest prior to the Start Date and to support the Host and Guest during the Agreement, the Host and the Guest agree that the Agency cannot be responsible for the acts, omissions, attitudes or behaviours of the Host and/or the Guest and/or for any loss, damage, expense, injury or otherwise of the Host and/or the Guest.
	2. That the Agency cannot accept any liability for any private arrangements made between the Host and the Guest.
	3. Subject to clause 6.4 below, the Host is not liable for:
1. the death of, or injury to the Guest or visitors to the Property;
2. damage to, or theft of, any possessions of the Guest or the Guest’s visitors to the Property;
3. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Guest or the Guest’s visitors to the Property in the exercise of the rights granted to the Guest under clause 1.1 above; or
4. the act or omissions of any other resident of the Property or their visitors.
	1. Nothing in clause 6.3 shall limit or exclude the Host’s liability for:
5. death or personal injury or damage to property caused by negligence on the part of the Host, or anyone acting on behalf of the Host;
6. any matter in respect of which it would be unlawful for the Host to exclude or restrict liability.

There will be a review of this Agreement after 1 week and again after 1 month. Thereafter, regular reviews will take place at a date and time to be agreed on by all Parties.

Should any issue arise at any time during this Agreement the Guest may be asked to leave.

## The Schedule - House Rules

The following issues should be discussed at the introductory meeting and any comments added:

1. Keys and security of the house:
2. Times when it is expected that guests will be out of the house:
3. Meals, cooking and food storage:
4. Use of bathroom:
5. Use of household equipment (e.g. telephone, computer, TV, washing machine):
6. Guests’ own electrical equipment:
7. Use of portable heaters:
8. Storage space for guests’ personal belongings:
9. Smoking:
10. Use of alcohol:
11. Normal bed and waking times:
12. Cleaning:
13. Guests’ visitors:
14. Household pets:
15. Other:

**Declaration**

Before signing this Agreement, I have been requested to read and I understand the terms in this Agreement and I confirm I have done so.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signed by Host | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signed by Guest |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name (Print) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name (Print) |
| Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signed by Housing Justice  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name (Print) |  |
| Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |