



Property Lease Agreement

relating to

(FULL ADDRESS OF PROPERTY)

between

() – the Owner

and

The Boaz Trust

Dated

2018

Contents

	page
Owner Declaration	3
Clause	
1 Parties	4
2 Background	4
3 Definitions	4
4 Duration	4
5 Rent	4
6 Insurance	5
7 Prior to the Lease	5
8 Use and Maintenance during the period of the lease	5
9 Expiry of the Lease	6
Signatures	7

Declaration

I _____

confirm that I am the legal owner / joint owner of the property at

I declare that there are no charges on the above property with any conditions that prohibit leasing it out due to any mortgage or loan secured on the property, and that there is no insurance, lease or other restriction which forbids such leasing or otherwise restricts the use of the property.

I allow the Boaz Trust the use of above property to provide accommodation to its clients in accordance with its charitable purposes. I agree that any rental income generated will be retained and used by The Boaz Trust in accordance with its charitable purposes.

I understand that The Boaz Trust will hold such personal information as I shall provide in connection with this agreement and retaining it for as long as they have use of the property, for as long as required for the performance of this agreement or for The Boaz Trust to comply with its legal obligations, and for 7 years after the end of any related financial transactions.

SIGNED by the Owner(s)

DATE

1 Parties

- (1) (NAME AND ADDRESS OF HOUSE OWNER(S))
- (2) The Boaz Trust (charity number 1110344)
whose office is at Kath Locke Centre, 123 Moss Lane East, Manchester, M15 5DD

2 Background

This agreement is governed by the common law and is not an assured or assured shorthold tenancy.

The purpose of this agreement is to enable The Boaz Trust to provide accommodation to its clients in accordance with its charitable purposes.

This agreement and any dispute or claim 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.

3 Definitions

- 3.1 A reference to **writing** or **written** includes email.

4 Duration

- 4.1 The initial lease period is for ___ years starting on _____.
- 4.2 Either party may terminate the lease at any time by giving at least 3 months' notice in writing.
- 4.3 The lease may be extended for a further period if agreed by both parties.
- 4.4 The lease shall terminate immediately if either party is in material breach of its conditions.
- 4.5 If The Boaz Trust ceases to exist during the period of the lease, its responsibilities will be as described below for the expiry of the lease, unless the Owner is content for the agreement to be transferred to a successor organisation.
- 4.6 If the Owner dies or becomes otherwise incapacitated during the period of the lease, the lease will pass on to the successor of the property and will continue under the same terms and conditions.

5 Rent

- 5.1 The Boaz Trust shall pay rent of £ _____ per month / year ^{*delete as appropriate} to the Owner.
- 5.2 The rent shall be paid by bank transfer to a bank account nominated by the Owner, at such intervals as may be reasonably requested by the Owner.
- 5.3 It is not expected that any VAT would be chargeable, but in the event of this rent becoming liable for VAT, the amount above shall be inclusive of any VAT that may be chargeable.

6 Insurance

- 6.1 The Owner / The Boaz Trust ~~*delete as appropriate~~ is responsible for obtaining appropriate insurance for the building and any fixtures and fittings.
- 6.2 Regardless of which party obtains insurance for the building, both the Owner's and The Boaz Trust's interest in the property are to be noted in the policy.
- 6.3 The Owner / The Boaz Trust ~~*delete as appropriate~~ is responsible for the cost of appropriate insurance for the building and any fixtures and fittings.
- 6.4 The Boaz Trust is responsible for obtaining and paying for appropriate public and employer's liability insurance in respect of the property.

7 Prior to the lease

- 7.1 Prior to the start of the lease both parties shall agree the condition of the property and the standard of the decoration and any fixtures and fittings. An inventory and/or photographs may be used as documentation.
- 7.2 If necessary, The Boaz Trust shall prepare and furnish the property for occupation, complying with all relevant legal requirements (which may change from time to time).

8 Use and Maintenance during the period of the lease

- 8.1 Throughout the duration of the lease, The Boaz Trust shall:
 - 8.1.1 Ensure that the property is managed appropriately and in compliance with all relevant legislation, including Right to Rent.
 - 8.1.2 Ensure that there are appropriate agreements in place for all occupants and supervise the occupancy.
 - 8.1.3 Undertake annual safety inspections of gas and electric appliances and services, and such other services as are required by law, and make certificates available on request.
 - 8.1.4 Carry out all necessary checks, inspections etc. of the property during the period of the lease, including fire risk assessments, and indemnify the Owner against any claims arising from these.
 - 8.1.5 Be responsible for the provision of any required fixtures, fittings and furnishings not provided by the Owner.
 - 8.1.6 Pay all council tax, utility bills, television licence fees and other incidental costs incurred during the period of the lease.
 - 8.1.7 Maintain the property, including any garden, in good order.
 - 8.1.8 Maintain the security of the property, including changing locks when this is felt to be appropriate.

- 8.1.9 Use reasonable endeavours to ensure that the property is only used for residential purposes, and not for any purpose which is commercial, immoral or illegal or which would invalidate the insurance, nor in a manner that would cause damage or a legal nuisance to the Owner or any occupier of neighbouring property.
 - 8.1.10 Pay for all costs to maintain the property as long as these are under £500 per maintenance issue and not exceeding a total of £1,500 per financial year (April-March).
 - 8.1.11 Inform the Owner as soon as practicable of any maintenance issue anticipated to cost more than £500, of urgent major repairs, or of damage to the property.
 - 8.1.12 Inform the Owner as soon as practicable of any major works felt to be required within the period of the lease, such that the liability for associated costs can be agreed in writing by the Parties before such work is carried out (such agreement not to be unreasonably withheld or delayed).
 - 8.1.13 Report to the Owner at least annually on work carried out on the property.
 - 8.1.14 Obtain written consent from the Owner before making any alterations to the property.
 - 8.1.15 Seek planning permission for any alterations to the property where required.
 - 8.1.16 Make the property available for inspection by the Owner, provided that at least 2 working days' prior notice has been given in writing.
 - 8.1.17 Decorate the property externally and internally every 5 years
- 8.2 The Boaz Trust reserves the right to outsource maintenance and management of the property to a 3rd party at its sole discretion.

9 Expiry of the Lease

- 9.1 At the end of the lease (whether by termination or passage of time) The Boaz Trust shall:
 - 9.1.1 Carry out full internal decoration to the standard at the start of the lease / when clients first moved in to the property *delete as appropriate.
 - 9.1.2 Give access for the Owner to undertake a dilapidation survey if they request this.
 - 9.1.3 Reinstate any fixtures that have been damaged during the lease.
 - 9.1.4 Return any furnishings to the Owner in the same state as at the start of the lease, except for fair wear and tear.
 - 9.1.5 Remove any fixtures that have been installed that the Owner does not require.
 - 9.1.6 Remove any alterations to the property if the Owner so requests.
 - 9.1.7 Remove all personal possessions from the property.

This agreement takes effect on the date stated at the beginning of it

SIGNED by the Owner(s)

____(NAME)_____

____(NAME)_____

DATE

SIGNED on behalf of The Boaz Trust

by (trustee) ____ (NAME) _____

by (trustee) ____ (NAME) _____

DATE
