**NOTE FOR MEETINGS**

Below is an example volunteer occupancy agreement. You should use it for resident volunteer wardens. For resident wardens who are employees, please use the *example service occupancy agreement for employees* available at [www.quaker.org.uk/employers](http://www.quaker.org.uk/employers).

# Volunteer occupancy agreement

[this should preferably be set out on headed paper]

Name (full name and current address of volunteer or volunteers in the case of a couple)

Address

1. This document explains the basis on which (name of the owner of the property not the LM, unless the LM is the actual owner) has granted permission for you to reside at (enter here the full address of the property)

2. The licence to occupy granted by this Agreement shall end on the expiry of not less than 4 weeks written notice given by the xx to the xx at any time.

3 You agree to vacate the Property immediately when this Agreement ends and shall leave the Property in a clean and tidy condition.

4. Your occupation of the property will commence on (enter date of proposed occupation).

This Agreement gives you the right to occupy: (Describe the accommodation to be occupied by the volunteer exclusively)

5. In addition you have permission to use in common with other licensees the following parts of the property

(Describe the accommodation to be occupied by the volunteer in common with the owner and others).

The areas which are for your sole use and for use in common are marked on the plan attached to this letter. (A plan is desirable and may help to avoid territorial disputes arising).

6. The property is suitable for habitation by adult persons and this number must not be exceeded. To do so is to commit an offence under the Housing Act 1985.
Enter the number of permitted residents. Room size 110sq. ft. or more, 2 persons.90-110 sq.ft., 1.5persons 70-90sq. ft., 1 person.5-70 sq. ft, 0.5persons. Under50 sq. ft., uninhabitable. Count only normal sleeping and living rooms. Child aged 1-10counts as 0.5.

7. Your obligations during your occupancy of the property are:

a) to pay for………………………………………….. (Set out as may be agreed, eg TV licence. However, in the case of a volunteer, the Meeting would be expected to pay for Council Tax, Gas, Electricity, Water and telephone. The property may be provided furnished or unfurnished and this should be specified.)

b) To keep the interior parts occupied exclusively by you in good repair and decorative order and in a clean, tidy and safe condition. (Specify if owner is to be responsible for specific interior repairs).

c) To permit the owner or any person authorised by the owner to enter the property on reasonable notice for the purpose of meeting the owner's obligations.

d) To use the property only as your home and not for any business use.

e) Not to sublet or transfer the whole or any part of the property. You may not take in any lodgers or paying guests [except members of your immediate family, or as may be specifically permitted by the owner].

f) To notify the owner or the person named in paragraph 10 of any statutory notice received by you as the occupier of the property.

g) Not to use the property for any illegal or unlawful purpose.

h) To insure your own personal effects.

i) List any other local requirements. e.g. noise, nuisance, washing, car parking, window cleaning.

8. The owner's obligations to you during your occupancy of the property are:

a) To keep the property in good and substantial structural repair.

b) To keep in repair:

* The principal space heating systems
* The service for supply of water, gas and electricity
* The drains and drainage systems
* Windows, doors and the means of securing the……………………

(List other specific items which it is agreed that the owner will also repair).

c) To insure the property for the usual insurable risks which will include the provision of temporary housing in the event of the property becoming uninhabitable as a result of one of the risks. [This insurance will not include the occupier's personal possessions.]

d) To pay for (List the items. In the case of a volunteer, this would normally include Council Tax, gas, electricity, water and telephone).

e) To permit you and your family peaceably to occupy the property whilst this Agreement remains in effect

f) To consult with you and to give reasonable notice of any intention to carry out works or materially to vary the terms or arrangements under which this permission is given.

g) To respond to your reasonable request for repairs or information within seven days of receipt of your letter or other notification.

9. If you have any complaint in respect of any aspect of the property or the terms and arrangements under this Agreement you should raise the matter with the name of the appropriate officer, e.g. clerk of AM.

In the event that it is not possible to resolve any dispute amicably the matter may be referred to the name of an agreed independent arbitrator for arbitration and whose decision shall be binding on both parties.

10. Any enquiry or request for repairs under this Agreement should be made

to

at
(Set out above full name and address of person /title who has authority to action repairs or to exercise responsibility in respect of owner's obligations).

11. The address of the owner is:

(Enter the registered or other formal address of the owner).

Signed on behalf of the Meeting by

[name and position held]

I have read fully the above document and agree to occupy the property on the terms and conditions as set out in the document. I also undertake to ensure that all other adult persons who will reside with me are made aware of these conditions and in particular that which requires the property to be vacated in the event of termination of my/our volunteering.

Signed by the volunteer(s)

Date