



SHARED LIVES LICENCE AGREEMENT

THIS LICENCE is made on the day of 20[]

BETWEEN

- (1) **[NAME OF HOMEOWNER 1]** and **[NAME OF HOMEOWNER 2]** of **[address]** (the "Shared Lives Homeowner")¹; and
- (2) **[PERSON NAME]** of **[address]** (the "Individual").

AGREED TERMS

1. Definitions

1.1 The following definitions apply in this licence:

Accommodation Charge	means the amount of £ [amount] per [week/month/year] ² ;
Halls, Paths and Stairways	means the entrance halls, corridors, lifts, stairways and landings and Family Areas in the Home and the footpaths, driveways and car parking areas within the external areas of the Home;
Family Areas	means the kitchen, sitting room, dining room, conservatory, WCs, bathroom(s) and garden; ³
Food and Utilities Charge	means the amount of £ [amount] per week/month/year;
Furnishings	means together the Room Furnishings and the Home Furnishings;
Inventory	means the inventory attached to this licence at Part 1 of the Schedule
Home	means [address] ⁴ ;
Payment Date	means [first/last] ⁵ day of each [week/month] ⁶ ;
Home Furnishings	means the Shared Lives Homeowner's furniture and furnishings in the Home (as set out in Part 1 of the Inventory);

¹ The 'Homeowner' should be every person who owns the home (which could be 1 or more persons). If the home is a leasehold property the 'Homeowner' should be every person who is a tenant under the lease of the home from the landlord (which could be 1 or more persons). Although at least one of the Homeowners is likely to be a carer under the SharedLives Care Agreement, there may be other owners of the home that will also need to be a party to this agreement.

² Delete as appropriate

³ Delete/add as appropriate

⁴ Insert the property address

⁵ Delete as appropriate

⁶ Delete as appropriate



Room	means ⁷ the [insert description] room on the [insert description] floor of the Home (or such room in the Home as the Shared Lives Homeowner may allocate from time to time in accordance with paragraph 1.1.3 of Part 2 of the Schedule);
Room Furnishings	means the Shared Lives Homeowner's furniture and furnishings in the Room (as set out in Part 2 of the Inventory);
Schedule	means the schedule in two Parts annexed and subscribed as relative hereto;
Shared Lives Accommodation Period	means the period from and including [date] ⁸ until the date on which this licence is brought to an end in accordance with clause 6;
Shared Lives Arrangement Agreement	means a care arrangement agreement being entered into between (1) [name], (2) [name], (3) [name], (4) [name] and (5) the Individual dated [date] 20[] ⁹ ; and
Utilities	means electricity, gas, water, sewage, and other services and utilities to or from the Home.

1.2 The rules of interpretation used in this licence are contained in Part 2 of the Schedule of this licence along with further terms and conditions of the licence.

2. Licence to Occupy

2.1 The Shared Lives Homeowner agrees that during the Shared Lives Accommodation Period the Individual can:

2.1.1 occupy the Room on a non-exclusive basis;

2.1.2 use the Furnishings; and

2.1.3 pass along the Halls, Pathways and Stairways, and use the Family Areas, which are also used by the Shared Lives Homeowner and other people allowed to do so by the Shared Lives Homeowner,

provided that the terms of clause 3 of this licence and also paragraph 5 of Part 2 of the Schedule of this licence are met.

2.2 The Individual understands and acknowledges the terms and conditions of this licence and type of document that is being entered into and the Individual's Acknowledgements contained within paragraph 1 of Part 2 of the Schedule.

⁷ Insert the description of the room which the Individual will be allocated.

⁸ This should be the date the Individual will be accessing the Room. This will likely be the same date as the Accommodation Charge Commencement Date but if a period with no Accommodation Charge is allowed, this may differ.

⁹ The parties' details in this agreement should match exactly the relevant parties in the Shared Lives Arrangement Agreement which is entered into between (1) the local authority, (2) the individual's representative, (3) the Shared Lives carer, (4) the scheme manager and (5) the individual. If there are less/more parties to that agreement please insert/delete as applicable.



3. Individual's Obligations

3.1 The Individual agrees to pay to the Shared Lives Homeowner on the Payment Date:

3.1.1 the Accommodation Charge; and

3.1.2 the Food and Utilities Charge.

and the Individual will make the payment in line with the payment terms in paragraph 2.1 of Part 2 of the Schedule of this licence¹⁰.

3.2 The Individual agrees that they **will**:

3.2.1 keep the Room, the Family Areas and the Halls, Pathways and Stairways clean and clear of rubbish;

3.2.2 only use the Room for living in;

3.2.3 follow any reasonable house rules which the Shared Lives Homeowner has made and has let the Individual know about;

3.2.4 let the Shared Lives Homeowner know if there is any damage to the Home or Furnishings caused by either the Individual or the Individual's visitors;

3.2.5 let the Shared Lives Homeowner know with as much notice as possible if the Individual will be away from the Room overnight;

3.2.6 let the Shared Lives Homeowner with as much notice as possible if the Individual does not need any meals which are being provided by the Shared Lives Homeowner under clause 5; and

3.2.7 leave the Room in a reasonably tidy condition.

3.3 The Individual agrees that they **will not**:

3.3.1 cause any damage to the Room or any other part of the Home;

3.3.2 let another person stay in the Room unless:

3.3.2.1 they have let the Shared Lives Homeowner know beforehand; and

3.3.2.2 the Shared Lives Homeowner has given permission for the visitor to stay overnight;

3.3.3 if there are any keys to the Room, make a copy of the set of keys or give a set of keys to any person without first obtaining the permission of the Shared Lives Homeowner. If the Individual loses the keys, to notify the Shared Lives Homeowner as soon as possible, and will pay for the cost of replacement keys and/or locks (as appropriate);

¹⁰ Please refer to Guidance Note for information on the payment obligations for the Individual



- 3.3.4 prevent the Shared Lives Homeowner or any person authorised by the Shared Lives Homeowner from entering into the Room and remainder of the Home;
 - 3.3.5 smoke in the Home;
 - 3.3.6 keep any pets in the Home without first obtaining the permission of the Shared Lives Homeowner;
 - 3.3.7 do anything or allow anything to be done in the Home which is illegal;
 - 3.3.8 cause any damage to either the Home or any neighbouring properties;
 - 3.3.9 block the Halls, Pathways or Stairways; and
 - 3.3.10 do anything that will or could make any insurance policy covering the Home void, or that would cause an increase in the insurance premium.
- 3.4 The Individual can re-decorate the Room provided the Individual has got the permission of the Shared Lives Homeowner in advance.
- 3.5 Unless agreed otherwise between the parties, the Individual is responsible for insuring any personal items they have in the Room.

4. Shared Lives Homeowner's Obligations

- 4.1 The Shared Lives Homeowner agrees to:
- 4.1.1 let the Individual know in advance of the house rules referred to in clause 3.2.3;
 - 4.1.2 (provided the Homeowner does not have a landlord who is responsible for insuring the Home) insure the Home for its full reinstatement value with a reputable insurer;
 - 4.1.3 pay to the relevant suppliers the costs of Utilities;
 - 4.1.4 pay the [**England, Wales and Scotland only:** council tax][**In Northern Ireland only:** rates] in respect of the Home; and
 - 4.1.5 provide the Individual with a copy of any insurance policy relating to the Home upon request.

5. Food and Utilities

- 5.1 Provided the Individual pays the Food and Utilities Charge to the Shared Lives Homeowner in line with clause 3.1.2, the Shared Lives Homeowner agrees that the Shared Lives Homeowner will provide:
- 5.1.1 the following meals for the Individual:
 - 5.1.1.1
 - 5.1.1.2



5.1.1.3;

5.1.1.4; and

5.1.1.5,

5.1.2 the Utilities to the Home.

5.2 If the Individual has agreed with the Shared Lives Homeowner beforehand, the Individual can use the Shared Lives Homeowner's telephone provided the Individual pays to the Shared Lives Homeowner a fair and reasonable contribution of the telephone bill or costs (the fair and reasonable contribution of the telephone bill or costs to be based on the Individual's use of the telephone).

6. Ending the Licence

6.1 This licence shall end on the earliest of:

6.1.1 [day] of [month] 20[year]¹¹;

6.1.2 the end of not less than [2 weeks'/1 months']¹² notice given by the Shared Lives Homeowner to the Individual if the Individual breaches any of the Individual's obligations contained in clause 3;

6.1.3 the end of not less than [2 weeks'/1 months']¹³ notice given by the Individual to the Shared Lives Homeowner if the Shared Lives Homeowner breaches any of the Shared Lives Homeowner's obligations contained in clause 4;

6.1.4 the end of not less than [4 weeks'/2 months']¹⁴ notice given by either party to the other; or

¹¹ Shared Lives recommends that the licence period is granted for 1 year from the date of the licence. The licence period should never be granted for 2 years or more.

¹² Delete as required

¹³ Insert the date the agreement could run until. This does not stop you from ending the Licence before this date under clause 6.1.1.2 and 6.1.4 but gives a maximum duration of the Licence.

¹⁴ Delete as required



6.1.5 if the parties have entered into the Shared Lives Care and Services Agreement, upon the expiry of not less than [2 weeks'/1 months']¹⁵ after the termination of the Shared Lives Arrangement Agreement.

[In Scotland only, please include this sentence along with the three below signature clauses (In England and Wales, please remove the execution clauses leaving the execution clauses on the final pages only): IN WITNESS WHEREOF these presents consisting of this and the [] preceding pages together with the Schedule in two Parts are executed as follows:-]

SIGNED as a DEED by [INDIVIDUAL NAME] in the presence of:
Witness Signature: Witness Name: Witness Address: Witness Occupation:	
[Scotland only: Date of Signing: Place of Signing:]	

¹⁵ Delete as required

[Type here]



SIGNED as a **DEED** by **[SHARED LIVES HOMEOWNER 1 NAME]** in the presence of:

Witness Signature:
Witness Name:
Witness Address:
Witness Occupation:

[Scotland only:

Date of Signing:

Place of Signing:]

SIGNED as a **DEED** by **[SHARED LIVES HOMEOWNER 2 NAME]** in the presence of:

Witness Signature:
Witness Name:
Witness Address:
Witness Occupation:

[Scotland only:

Date of Signing:

Place of Signing:]



Part 1 - Inventory

Part I Room Furnishings

ITEM

Part II Home Furnishings

ITEM



Part 2 - Licence Terms and Conditions

1. Individual's Acknowledgements¹⁶

1.1 The Individual acknowledges that:

- 1.1.1 the Individual occupies the Room as a licensee on a non-exclusive basis. The Individual understands that there is no relationship of a landlord and tenant created between the Shared Lives Homeowner and the Individual by this licence and that this agreement is not meant to be an agreement in a lease form;
- 1.1.2 the Individual is not entitled to any protections which would be provided to the Individual under [**In England and Wales:** the Housing Act 1988] [**In Scotland only:** the Housing Act 1998, Housing (Scotland) Act 1988 or common law] [**In Northern Ireland:** The Private Tenancies (Northern Ireland) Order 2006 or otherwise] when this licence ends;
- 1.1.3 without prejudice to the Shared Lives Homeowner's rights under paragraph 6 of Part 2 of the Schedule, the Shared Lives Homeowner can at any time require the Individual to transfer to a room elsewhere within the Home as long as the new room is comparable to the Room and provided the Shared Lives Homeowner has given the Individual at least 2 weeks' notice of the change of room. If the Individual receives a request from the Shared Lives Homeowner to move to a different Room the Individual will do so;
- 1.1.4 the Shared Lives Homeowner keeps ownership, possession and control of the Room and the rest of the Home;
- 1.1.5 the Individual has no right to stop the Shared Lives Homeowner from coming into the Room or the rest of the Home;
- 1.1.6 if there are any keys to the Room, the Shared Lives Homeowner is allowed to keep a set of keys. The Shared Lives Homeowner (and anyone authorised by the Shared Lives Homeowner) can use the keys to enter the Room at any time. The Shared Lives Homeowner will try to respect the Individual's privacy when possible to do so; and
- 1.1.7 this licence is only between the Shared Lives Homeowner and the Individual and is personal to the parties. This licence cannot be transferred (or assigned) to any other person. The rights granted in clause 2.1 of this licence can only be used by the Individual.

2. Payment Terms

2.1 The Individual agrees that the payments referred to in clause 3.1 will:

- 2.1.1 be made to the Shared Lives Homeowner without any deductions; and
- 2.1.2 be paid in advance by standing order on each Payment Date; and

¹⁶ Please refer to the Guidance Note for further information on the implications of this clause for the Individual.



- 2.1.3 if any sum payable under clause 3.1 is made for any period of less than a [week/month]¹⁷ this will be paid proportionately to the Shared Lives Home Owner to be calculated on a daily basis.

3. Method of Payment of Accommodation Charge

- 3.1 Both the Individual and the Shared Lives Home Owner acknowledge that the Accommodation Charge only may be paid by the relevant authority that supplies the Individual with housing benefit (or equivalent scheme which provides the individual with financial contributions to their living cost).
- 3.2 The Individual and the Shared Lives Homeowner agree that if the payment is made by the relevant authority for the Accommodation Charge (under clause 3.1.1) directly to the Shared Lives Homeowner rather than through the Individual's bank account, that the payment has been received by the Shared Lives Homeowner as though the Individual had paid the Accommodation Charge through the Individual's own bank account.

4. Reimbursement

- 4.1 The Individual agrees to fully reimburse the Shared Lives Homeowner for any and all internal and external losses, costs and expenses of any nature which arise in any way from this licence and any breach of the Individual's obligations set out in this licence.

5. Health and Safety

- 5.1 The Shared Lives Homeowner confirms that:
- 5.1.1 the Furnishings are fire resistant;
- 5.1.2 the [**In England, Wales and Scotland only:** Gas Safety (Installation and Use) Regulations 1998 (SI 1998/2451)][**In Northern Ireland only:** Gas Safety (Installation and Use) Regulations (Northern Ireland) 2004] have been satisfied and a gas safety certificate is available for the Individual's review; and
- 5.1.3 the electrical appliances provided by the Shared Lives Homeowner are safe and all appliances manufactured after 19 January 1997 are marked with the relevant CE symbol.

6. Termination

- 6.1 If this licence ends in accordance with clause 6.1 of this licence:
- 6.1.1 the Individual will not have to pay the Shared Lives Homeowner the relevant proportion of the Accommodation Charge and Services Charge that relates to the period after this licence terminates, as calculated on a daily basis; and
- 6.1.2 on the date on which this licence terminates, the Shared Lives Homeowner will repay to the Individual the relevant proportion of any sums already paid by the individual relating to the Accommodation Charge and Services

¹⁷ Delete as appropriate



Charge in respect of the period after this licence terminates, as calculated on a daily basis.

7. Limitation of Shared Lives Homeowner's Liability

7.1 Subject to paragraph 7.2 of Part 2 of the Schedule, the Shared Lives Homeowner is not liable for:

- 7.1.1 fraud or fraudulent misrepresentation;
- 7.1.2 the death of, or injury to, the Individual or visitors to the Home; or
- 7.1.3 damage to, or theft of, any possessions of the Individual or the Individual's visitors;
- 7.1.4 any internal or external losses, costs or expenses of any nature suffered by the Individual or the Individual's visitors to the Home; or
- 7.1.5 the acts or omissions of any other resident of the Home or their visitors.

7.2 Nothing in paragraph 7.1 of Part 2 of the Schedule shall limit or exclude the Shared Lives Homeowner's liability for:

- 7.2.1 death or personal injury or damage to Home caused by negligence on the part of the Shared Lives Homeowner or its agents; or
- 7.2.2 any matter in respect of which it would be unlawful for the Shared Lives Homeowner to exclude or restrict liability.

8. Interpretation

8.1 The following further rules of interpretation apply in this licence:

- 8.1.1 clause headings shall not affect the interpretation of this licence and the position of a clause or paragraph within this licence shall not infer the level of importance or significance of that clause or paragraph within this licence;
- 8.1.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 8.1.3 any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person;
- 8.1.4 references to clauses are to the clauses of this licence and references to paragraphs are to the paragraphs of the relevant Schedules;
- 8.1.5 if the Shared Lives Homeowner is be more than one person, unless expressly provided otherwise, the obligations and liabilities of the Shared Lives Homeowner under this licence are joint and several; and
- 8.1.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.



9. General

- 9.1 This licence contain the entire agreement between the parties and nothing else previously agreed, promised, warranted, represented or understood will have any effect.
- 9.2 Nothing in this licence can be enforced by any person who is not a party to it.
- 9.3 This licence will be governed by the laws of the country in which the Property is based and the courts of the country in which the Property is based will have exclusive jurisdiction.



SIGNED as a DEED by [INDIVIDUAL NAME] in the presence of:
Witness Signature: Witness Name: Witness Address: Witness Occupation:	
[Scotland only:	
Date of Signing:	
Place of Signing:]	

SIGNED as a **DEED** by **[SHARED LIVES HOMEOWNER 1 NAME]** in the presence of:

.....

Witness Signature:
 Witness Name:
 Witness Address:

 Witness Occupation:

[Scotland only:

Date of Signing:

Place of Signing:]

[Type here]



SIGNED as a **DEED** by **[SHARED LIVES HOMEOWNER 2 NAME]** in the presence of:

Witness Signature:
Witness Name:
Witness Address:
Witness Occupation:

[Scotland only:

Date of Signing:

Place of Signing:]