Hosting Agreement between clergy and refugee guest(s)

# Under the Government “Homes for Ukraine” Scheme

Dear Clergy host,

We understand that you have registered with the UK Government “Homes for Ukraine” scheme and have now been matched with a potential guest from Ukraine.

The following hosting agreement sets out obligations on both sides, for instance relating to privacy, or provision of utilities, and keeping the space clean and tidy, etc. It applies to occupied properties only and not vacant premises.

The Hosting Agreement will be under a legal form called an excluded licence agreement – this is different to a tenancy - and will usually be between you and your refugee guest(s). The Lichfield Diocesan Board of Finance (LDBF) has an interest in this agreement but will not usually be a party to the agreement. It is important to note that ‘accidentally’ creating a tenancy, for instance by charging rent or calling them ‘my tenant’ needs to be avoided.

Additional considerations outside of this agreement include notifying your contents insurance provider. The scope of coverage offered by insurance policies varies, so you as the host may need to notify your insurer of the intention to have a non-family member living with you. You may need to have your policy amended, or obtain your insurer’s consent in order to host.

A signed copy of the completed agreement **will need to be emailed to the Diocesan Property Team** (simon.ray@lichfield.anglican.org). This ensures that the property team can notify the building insurers.

You will have an obligation when you vacate the property yourself to return it to the LDBF with vacant possession, so any refugee guests will need to have moved out before you leave. The Diocesan Property Team will be able to assist you with a form of notice to be given to your guests if you need to recover vacant possession.

Since the Homes for Ukraine scheme envisages that hosts of Ukrainian guests will offer accommodation for a **minimum of six months**, you should not invite guests to stay under the scheme if you are anticipating a move to a new post within the next six months.

You should be alert to any possible safeguarding and conduct complications which may arise from having refugee guests in your home. Guests are most likely to be single women, mothers with children, or elderly and vulnerable. Do seek wisdom and guidance from clergy colleagues, or from the Diocesan Safeguarding Team (details below) or Property Team (simon.ray@lichfield.anglican.org) if you feel that you need it either before committing to take refugees in as guests or at any time while you are hosting.

# Safeguarding Contact

For advice and guidance on whether a referral is needed, in the first instance contact the Diocesan Safeguarding Team on 01543 306030 during office hours. For out of hours and weekend calls please call the Emergency Safeguarding number 0303 003 1111, option 2.

**If you have immediate concerns about someone’s safety, please contact the police or your local authority Children or Adult Social Care Services.**

# Hosting Agreement for ‘Homes for Ukraine’

(the ‘Agreement’)

|  |  |
| --- | --- |
| Name of Host  | <insert> (the “Host”); AND  |
| Name of Guest  | <insert> (the “Guest”); AND  |
| Address of Host   | <insert> (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  | <insert number of months> To be Reviewed: <insert>  |

## 1. General Terms

1.1 This Agreement is between:

1. the Host; and
2. the Guest

(i) where the Host grants the Guest licence to:

1. occupy the Sleeping Area
2. use the kitchen, sitting rooms, bathrooms, washrooms and gardens, which form part of the Property (including all access ways 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
3. use any furniture, furnishings and other items in the Property (the “Contents”)

### The Parties agree:

1.2 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.

1.3 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.

1.4 This Agreement has been granted as part of the UK Government Homes for Ukraine scheme which aims to allow individuals to provide temporary accommodation provision for refugees from the Ukraine.

1.5 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.

1.6 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.

1.7 At any time, the Host may:

add to, remove, change or replace any of the Contents

remove, change or give the right to use the Facilities.

1.8 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.

2. The Guest agrees:

2.1 To keep the Sleeping Area, the Contents, the Facilities and the Property, clean, tidy and free from rubbish.

2.2 To notify the Host of any damage to the Property or the Contents caused by the Guest or the Guest’s visitors.

2.3 Not to operate a business or any other commercial activity in the Sleeping Area and/or the Property.

2.4 Not to permit anyone else to stay in the Sleeping Area or the Property.

2.5 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.

2.6 Not to make a copy of any keys to the Property and/or Sleeping Area provided by the Host.

2.7 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.

2.8 To move to a different Sleeping Area if asked to do so by the Host.

2.9 Not to prevent the Host or any person authorised by the Host from entering the Sleeping Area and/or the Property.

2.10 Not to re-decorate and or make any alteration or addition to the Sleeping Area, the Contents and/or the Property.

2.11 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.

2.12 Not to keep any pets in the Sleeping Area and/or Property.

2.13 Not to keep anything in the Sleeping Area and/or the Property which maybe likely to cause an explosion.

2.14 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.

2.15 Not to play any musical instrument or audible music between the hours of 11pm and 8am at the Property.

2.16 Not to use the Host’s telephone without first getting the Host’s permission.

2.17 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.

2.18 Not to store the personal belongings of other people in the Sleeping Area and/or the Property.

2.19 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.

2.20 Not to invite salespeople into the Property or enter into any agreements using the address of the Property.

2.21 Not to allow other people to use the Property as a postal address.

2.22 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.

2.23 To give the Host at least 1 day’s notice to end this Agreement.

2.24 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 can no longer provide accommodation and/or assistance with sourcing accommodation.

2.25 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.

2.26 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.

2.27 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.

3. How the Agreement may be ended by the Host

3.1 In exceptional circumstances, the Host can end this Agreement at any time and without reason by giving the Guest immediate notice.

3.2 In ordinary circumstances, 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.

3.3 The Host can apply any regulation which s/he deems necessary to comply with any requirement laid out in the Guide for the Professional Conduct of the Clergy or any safeguarding guidance or regulations.

4. Indemnities and liabilities

4.1 Subject to clause 4.2 below, the Host is not liable for:

the death of, or injury to the Guest or visitors to the Property;

damage to, or theft of, any possessions of the Guest or the Guest’s visitors to the Property;

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

the act or omissions of any other resident of the Property or their visitors.

4.2 Nothing in clause 4.1 shall limit or exclude the Host’s liability for:

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;

any matter in respect of which it would be unlawful for the Host to exclude or restrict liability.

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

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

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Name (Print) Name (Print)

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_