



HomeShare
Oxford

Supporting Independence, Affordability and Friendship

Homeshare Agreement

Homesharer
Age UK Oxfordshire



AGE UK OXFORDSHIRE ("AUKO") HOMESHARER AGREEMENT with AUKO

Agreement Details

Date:	[DATE ALL PARTIES SIGN]
[Agreement Reference:]	[REF]
Homesharer:	[NAME] [PRIOR ADDRESS]
Homesharer's Guarantor:	[NAME OR Not applicable] [ADDRESS]
AUKO:	Marian Pocock, Head of Homeshare Age UK Oxfordshire Unit 9, Napier Court, Barton Lane, Abingdon, Oxfordshire OX14 3YT Company No. 04328143
Householder and Property:	[NAME] [ADDRESS] [Information only: the Householder is not a party to this Agreement]
HomeShare Start Date:	[DATE]
HomeShare End Date:	[DATE OR Not applicable – rolling term]
Schedules:	Schedule 1 - Support. Schedule 2 - Fees.



1. This Agreement is made up of the Agreement Details and the terms and conditions in clauses 1 to 9 inclusive and the Schedules specified in the Agreement Details.
2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Agreement has been entered into on the date stated in the Agreement Details.

SIGNED BY HOMESHARER

NAME:

SIGNATURE:

DATE:

[SIGNED BY HOMESHARER'S GUARANTOR]

NAME:

SIGNATURE:

DATE:

SIGNED FOR AND ON BEHALF OF AGE UK OXFORDSHIRE

NAME:

SIGNATURE:

DATE:

AGREED TERMS

1. INTERPRETATION

1.1 Definitions:

Agreement: this Homesharer Agreement comprising the Agreement Details, these Conditions and the Schedules.

Conditions: these terms and conditions set out in clause 1 to clause 9 (inclusive).

Fees: the fees payable by the Homesharer to AUKO as set out in Schedule 2 and as may be revised by AUKO and/or renegotiated by the parties from time to time.

[Guarantor: the individual guaranteeing the financial obligations of the Homesharer under the Homeshare, as set out in the Agreement Details.]

Homeshare: the particular home sharing arrangement to which this Agreement relates, managed by AUKO under the HomeShare Oxford scheme.

Homeshare Agreement: the agreement entered into by the Householder and the Homesharer [and the Guarantor] in connection with the Homeshare.

Homeshare End Date: the day on which the Homeshare shall cease, as set out in the Agreement Details or as may be applicable following proper termination of the Homeshare.

Homeshare Start Date: the day on which the Homeshare shall commence, as set out in the Agreement Details.

Homesharer: the individual sharing the Property with the Householder under the Homeshare, as set out in the Agreement Details.

Householder: the individual sharing its Property with the Homesharer under the Homeshare, as set out in the Agreement Details.

Property: the Householder's property at which the Householder and the Homesharer shall be living, as set out in the Agreement Details.

Support: the support to be provided by AUKO pursuant to this Agreement, as described in Schedule 1.

Working Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Working Hours: Monday to Friday (except Bank Holidays) 10:00 to 16:00

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- (b) Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. COMMENCEMENT AND TERM

- 2.1 This Agreement shall commence on the date when it has been signed by all parties and shall continue, unless terminated earlier in accordance with its terms:
- (a) until its expiry on the Homeshare End Date, if applicable, or
 - (b) until the expiry of four weeks' written notice to terminate given by any party to the other at any time for any reason.

3. AUKO'S SUPPORT

- 3.1 For the avoidance of doubt, all Support provided by AUKO shall be offered during **Working Hours** only, provided that AUKO may, in its absolute discretion, provide Support at such other reasonable times as may be practicable and possible depending on the circumstances.
- 3.2 AUKO **acknowledges and confirms** to the Homesharer that:
- (a) AUKO has taken steps to ensure that the Homesharer will be the appropriate match for the **duties** available at the Property by checking the Homeshare Start Date; the duties and where the Homesharer will be performing those duties; any obvious health and safety risks; and the experience, training or qualifications that may be required for the duties, if any (and obtaining copies of the same along with references). For the avoidance of doubt, AUKO is not the employer of the Homesharer;
 - (b) it has carried out a basic **visual check** of the Property to identify risks and has seen proof of resolution of any risks identified; and
 - (c) it has seen and approved the results of the **home safety check** including gas and electrical safety documentation and certification provided by the Householder for the Property.
- 3.3 AUKO **shall provide Support** to the Homesharer from the Homeshare Start Date as may reasonably be required in accordance with Schedule 1 of this Agreement.
- 3.4 If AUKO's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Homesharer, AUKO shall:
- (a) not be liable for any costs, charges or losses sustained or incurred by the Homesharer that arise directly or indirectly from such prevention or delay;
 - (b) be entitled to payment of the Fees despite any such prevention or delay; and

- (c) be entitled to recover any additional costs, charges or losses AUKO sustains or incurs that arise directly or indirectly from such prevention or delay.

4. HOMESHARER'S OBLIGATIONS

4.1 The Homesharer **acknowledges and confirms** that:

- (a) AUKO does not tolerate **discriminatory views** on the basis of age, race, sex, gender reassignment, disability, religion or belief, sexual orientation, marriage or civil partnership, pregnancy or maternity. AUKO maintains an equal opportunities policy which is followed throughout the Homeshare application process. Householders or Homesharers who express discriminatory views may not participate in the Homeshare;
- (b) it has paid to AUKO in cleared funds the **pre-Agreement Fees**;
- (c) it has paid and applied for the relevant level **DBS** check as a volunteer, or it has requested that AUKO apply on its behalf, the results of which AUKO has seen and approved;
- (d) it has, to prove its **financial standing** to AUKO, either:
 - (i) obtained and produced to AUKO the required financial evidence, which AUKO has seen and approved, or
 - (ii) arranged for a Guarantor to be a party to this Agreement, which Guarantor has obtained and produced the required financial evidence, which AUKO has seen and approved;
- (e) all information provided by it to AUKO, in any form and at any time, is **materially true and accurate** and the Homesharer acknowledges that AUKO has entered into this Agreement in reliance upon such information.

4.2 The Homesharer **shall**:

- (a) **co-operate with AUKO** in all matters relating to the Support;
- (b) **co-operate with the Householder** to agree practical arrangements arising under the Homeshare, document such arrangements and provide these to AUKO for discussion or revision;
- (c) provide, in a timely manner, such **further information** as AUKO may require, and ensure that it is accurate in all material respects;
- (d) complete with the Householder, on a weekly basis, the **"Help around the Home" form** provided by AUKO, ensuring the form records sufficient details of times and activities and is signed by both the Householder and Homesharer, and submit such form to AUKO at least monthly for the first 3 months of the Homeshare and at quarterly intervals thereafter (or at such other intervals as may be agreed with AUKO);
- (e) **notify AUKO** as soon as reasonably practicable of any material issues which arise relating to the Homeshare;

- (f) **notify AUKO** immediately in the event that any information provided to AUKO under clause 4.1 relating to its financial standing and DBS status ceases to be correct or changes in any material way;
- (g) pay the **Membership Fee** to AUKO in accordance with clause 5, and comply with any other financial obligations arising under this Agreement; and
- (h) comply with all of its **Homeshare Agreement obligations**.

5. FINANCIAL ARRANGEMENTS

- 5.1 For the avoidance of doubt, any **deposit requirements** shall be a matter for negotiation and agreement between the Householder and the Homesharer. AUKO shall not advise on, handle or store any deposit which the Homesharer may offer or provide under its Homeshare Agreement with the Householder.
- 5.2 The Contribution to Living Costs (CLC) payment, from which the **Membership Fee** is calculated, shall be renegotiable on an annual basis as further described in Schedule 2.
- 5.3 In consideration for the provision of the Support, the Homesharer shall pay AUKO the Fees in accordance with this clause 5.
- 5.4 [All amounts payable by the Homesharer exclude amounts in respect of value added tax (VAT), which the Homesharer shall additionally be liable to pay to AUKO at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.]
- 5.5 AUKO may submit invoices for the Fees plus VAT if applicable to the Homesharer at the times specified in Schedule 2.
- 5.6 The Homesharer shall pay any invoices due and submitted to it by AUKO, within 30 days of receipt, to a bank account nominated in writing by AUKO.
- 5.7 If the Homesharer fails to make any payment due to AUKO under this Agreement by the due date for payment, then, without limiting AUKO's remedies under clause 7:
 - (a) the Homesharer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Homesharer shall pay the interest together with the overdue amount.
 - (b) AUKO may suspend all Support until payment has been made in full.
- 5.8 All amounts due under this Agreement shall be paid by the Homesharer to AUKO in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. LIMITATION OF LIABILITY

- 6.1 AUKO's total liability to the Homesharer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to 100 per cent (100%) of the Fees paid by the Homesharer under this Agreement in the preceding 12 month period.

7. TERMINATION

- 7.1 **Parties' rights to terminate on four weeks' notice.** Without affecting any other rights or remedies available to the parties::

- (a) a party to this Agreement may terminate it on four weeks' written notice to the other party in accordance with clause 2.1(b); and
- (b) the parties to this Agreement shall each be deemed to have served on the other four weeks' written notice to terminate on the event of the Homesharer or the Householder becoming seriously ill or dying.

- 7.2 **AUKO's right to terminate immediately.** Without affecting any other right or remedy available to it, AUKO may terminate the Homeshare Agreement with **immediate** effect by giving written notice to the Homesharer if:

- (a) the Homesharer commits a **material breach** of any term of this Agreement or the Homeshare Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so;
- (b) in AUKO's reasonable opinion, the Homesharer's capability to adequately **fulfil its obligations** under this Agreement or the Homeshare Agreement has been placed in jeopardy;
- (c) the Homesharer **fails to pay** any amount due to AUKO under this Agreement, or due to the Householder under the Homeshare Agreement, on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment;
- (d) the Homesharer or the Householder is, or becomes, subject to **criminal convictions** not declared; or
- (e) the Homesharer or the Householder express any **discriminatory views**.

7.3 Consequences of termination.

- 7.3.1 On expiry or termination of this Agreement for whatever reason:

- (a) The Homesharer shall immediately give notice to terminate the Homeshare Agreement, such termination to be effective on expiry of the period given in the notice of termination;
- (b) the Homesharer shall immediately pay to AUKO all of AUKO's outstanding unpaid Fees and interest;

- (c) termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and
- (d) any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

7.3.2 The Homesharer acknowledges and agrees that AUKO will cease to have any responsibility for any continuance of the arrangement between the Homesharer and the Householder, and any such arrangement will be a private arrangement.

8. [GUARANTEE AND INDEMNITY]

8.1 The Guarantor guarantees to AUKO that the Homesharer shall pay the Fees and observe and perform the Homesharer's obligations under this Agreement and that, if the Homesharer fails to do so, the Guarantor shall pay or observe and perform them.

8.2 The Guarantor covenants with AUKO and as a separate and independent obligation and liability from its obligations and liabilities under clause 8.1 to indemnify and keep indemnified AUKO against any failure by the Homesharer to pay the Fees or any failure to observe or perform any of the Homesharer's obligations of this Agreement.

8.3 The liability of the Guarantor under clause 8.1 and 8.2 shall continue until the Agreement comes to an end and the Homesharer is released from their obligations under this Agreement.]

9. GENERAL

9.1 Personal information.

9.1.1 AUKO will use the personal information provided to it by the Homesharer:

- (a) to process its application for and monitor its participation in the Homeshare;
- (b) to provide the Support;
- (c) to process payments of the Fees;
- (d) to populate databases for the purposes of producing reports and analyses in connection with the Homeshare and Homeshare Oxford; and
- (e) if the Homesharer agreed during its contact with AUKO, to provide marketing information (but the Homesharer may stop receiving such communications at any time by contacting AUKO).

9.1.2 AUKO will only give the Homesharer's personal information to third parties where the law either requires or allows it to do so.

9.1.3 AUKO shall take reasonable steps to ensure the reliability of all its employees who have access to the Homesharer's personal information.

9.1.4 AUKO will process the Homesharer's personal information in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

9.2 **Transfer of this Agreement.** AUKO may transfer its rights and obligations under this Agreement to another organisation. AUKO will tell the Homesharer in writing if this happens.

9.3 **Third party rights.** This Agreement is between AUKO, the Homesharer [and the Guarantor]. No other person shall have any rights to enforce any of its terms.

9.4 **Severance.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

9.5 **No waiver.** If AUKO does not insist immediately that the Homesharer does anything it is required to do under these terms, or if AUKO delays in taking steps against it in respect of the Homesharer's breaking this Agreement, that will not mean that the Homesharer does not have to do those things or that AUKO is prevented from taking steps against it at a later date. For example, if the Homesharer misses a payment and AUKO does not chase but continues to provide the Support, AUKO can still require payment at a later date.

9.6 **Circumstances beyond reasonable control.** A party shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

9.7 **Entire agreement.** This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them.

9.8 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by all parties.

9.9 **Notices.**

(a) Any notice given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its address in the Agreement Details or as otherwise notified in writing, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or email.

(b) A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 9.9(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or, if sent by

email, one Working Day after transmission, provided a delivery and read report has been received by the party sending it.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

9.10 **Law and jurisdiction for legal proceedings.** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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Schedule 1 Support

AUKO shall provide the following Support in connection with the HomeShare:

	Support
Week 1	Visit the Property on the move-in date to provide room check documentation and folders for both the Householder and the Homesharer, and to support with any initial issues arising
	Make a follow up telephone call to each of the Householder and the Homesharer at the end of week 1
Month 1	Make a follow up telephone call to each of the Householder and the Homesharer during week 2 or 3
	Visit the Property at the end of month 1 to speak separately to each of the Householder and the Homesharer
Ongoing	Provide facilitation and assistance to the Homesharer in connection with the Homesharer's obligations under clause 4 of this Agreement
	Make regular telephone calls to each of the Householder and the Homesharer
	At the middle of the Homeshare term (where fixed) or 9 months in (whether fixed or rolling), whichever is the earliest, check in with the Householder and the Homesharer to collect Homeshare data for analysis and the monitoring scheme.
	Monitor the Homesharer's occupation of the Property as regularly as it sees fit in the circumstances in the event that the Householder has to leave the Property to spend time in hospital (which monitoring may include spot checks, visits and meetings)
	Manage provision of online and face-to-face support groups for the Householder and the Homesharer
	Be available for ad-hoc support during normal Working Hours only, subject always to the proviso that AUKO is not and should not be used as any type of emergency response service; in real emergencies, 999 should be phoned for the emergency services
	If requested by the Householder, and to the extent AUKO see fit, AUKO will contact the Homesharer for overdue payments owing from the Homesharer to the Householder under the Homeshare Agreement (and where this support is provided AUKO shall act only in the capacity of an agent for the Householder)
	Facilitate such regular review and/or discussion meetings as may reasonably be required by the Householder and the Homesharer
	Three months before any pre-arranged Homeshare End Date, contact both the Householder and the Homesharer to confirm the end date and, if required, discuss arrangements to extend the Homeshare term

End of HomeShare	If a Householder or Homesharer wishes to give notice to the other to terminate the Homeshare but is not sure how to approach the subject, provide support as to the best way to do this
	If applicable, discuss with the Householder and/or the Homesharer whether they would like to enter into the process to participate in a new Homeshare
	In the final month of the Homeshare, provide all reasonable transition support to the Householder and the Homesharer as may be required
	Within the final month of the Homeshare, visit the Property to speak to the Householder and the Homesharer both together and separately, in order to obtain qualitative and quantitative feedback on the Homeshare and Homeshare Oxford for the monitoring scheme
Death or long-term hospitalisation of Householder ("Party 1", with other party being "Party 2")	Meet with the Party 2 as soon as possible to offer support.
	Liaise with Party 1's family to explain how AUKO may support them and Party 2, and to explain AUKO's procedure in these circumstances
	Where Party 2 is the Homesharer, explain that, pursuant to the legal agreements, in the event of the Householder's death, they have four weeks' notice to leave the Property; and contact the Homesharer by phone and in person at the Property at regular intervals during the notice period
	Where appropriate on a case-by-case basis, meet with Party 2 to obtain relevant feedback and questionnaires
	Provide reasonable support to the Homesharer in relation to alternative accommodation (whether temporary, permanent or a new Homeshare) as required
Short-term hospitalisations	Provided all parties are in agreement that the Homeshare may continue, provide support for the ongoing arrangements, including arrangements (where Party 2 is the Homesharer) for the Householder's family or AUKO to contact the Homesharer by phone and in person at the Property at regular intervals during hospitalisation periods of the Householder
Dementia in a Householder or Homeowner ("Party 1", with other party being "Party 2")	On an initial suggestion of dementia, talk to Party 2 or any other individual who brought it to AUKO's attention to understand the situation more fully, arrange to meet with Party 1 to see what its current state is, request consent to pass information to Party 1's family members, the Homesharer or other agencies if necessary, and at all times follow AUKO's safeguarding procedure
	In a situation of mild dementia, where the Homeshare is nevertheless to continue, provide such increased contact, updates and support as is reasonably required

	<p>In a situation of the Householder's more serious dementia where the Homeshare is no longer appropriate, support the Householder and the Homesharer during the four weeks' notice procedure and period; or, where Party 2 is the Homesharer and four weeks' notice is not appropriate or possible such that the Homeshare has to end immediately, provide reasonable support to the Homesharer in relation to alternative accommodation (whether temporary, permanent or a new Homeshare) as required</p>
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Schedule 2 Fees

The following Fees are due in cleared funds from the Homesharer to AUKO as follows:

Pre-Agreement Fees

Fee	Sum	Time for payment to AUKO
Application Fee	£25	On application to participate in Homeshare Oxford
Match Fee	£70	On successful matching with the Householder for a Homeshare,

Ongoing Fees

Fee	Sum	Time for payment to AUKO
Membership Fee	£[] as calculated in the CLC Table below*	Monthly on or before [the first Working Day of the month]
Other fees	[£Various]	In accordance with the invoice arrangements in clause 5

(**Other fees** shall mean any other fees, charges and expenses properly payable by the Homesharer to AUKO as may be invoiced by AUKO from time to time)

CLC Table:	Contribution to Living Costs (CLC)	
TOTAL amount you the Sharer pays per calendar month	40%: money Age UK Oxfordshire receives (the Membership fee) per calendar month	60%: The money the Householder receives (the Use and Occupation charge) per calendar month
£320	£128	£192

The CLC figures above are subject to review and renegotiation within at least one year from the first payments by the Homesharer, and thereafter on an annual basis.