|  |
| --- |
| **Infrastructure ID No.:** **Accommodated ID No.:** |

**Precarious occupation agreement template**

**BETWEEN THE UNDERSIGNED:**

On the one hand, the Walloon Region represented by Mr Christophe Collignon, Minister of Housing, Local Authorities and the City,

hereinafter referred to as "the accommodation provider"

**And**

On the other hand, ……………….………..……,

hereinafter referred to as "the occupant",

**IT IS HEREBY AGREED AS FOLLOWS:**

**Art. 1 - Reason for the agreement**

This temporary occupation agreement is part of the assistance provided to people fleeing the war in Ukraine. As the occupant has had to leave their country, they urgently need to find a temporary accommodation solution. On 7 March 2022, the European Union activated the "Temporary Protection" Directive. The granting of this protection includes the right of residence and in particular access to housing.

This agreement is based on the values of **solidarity**, **responsibility**, **open-mindedness** and **respect.**

The objective of the collective accommodation reception facilities organised by the Walloon Region is to offer temporary accommodation.

**Art. 2 - Purpose of the agreement**

The accommodation provider gives the occupant the precarious use of X accommodation places comprised of (*delete as appropriate*):

- 1 bed in an accommodation unit (room or dormitory) in the contracted accommodation named XXX located in XXX and comprising XX places

or

* X room(s) in the contracted accommodation named XXX located in XXX and comprising XX place(s);

or

* a housing unit located at XXX and comprising XX place(s).

Are made available to the occupant:

* in the accommodation unit **shared by the occupant** with other residents:
	+ 1 single bed

……………………………...………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

* OR in a private area, the use of which is reserved for the occupant:

……………………………...………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

* In the communal areas, accessible to the occupant:

……………………………...………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………

In addition to the signatory to this agreement, the accommodation provided will be occupied by ..... adults and ...minors, who are considered members of the household of the occupant signatory to the agreement.

The occupant expressly acknowledges that the Decree of 15 March 2018 on Residential Leases is not applicable to this Agreement.

**Art. 3 - Financial contribution and expenses**

The occupant agrees to pay a financial contribution for the occupancy of the room or accommodation allocated to them when they or a member of their household receives income or any equivalent form of assistance in Belgium or abroad.

The amount of the monthly contribution is defined as follows:

* €150 for a single person sharing an accommodation unit (room or dormitory)
* €300 for a person of legal age in an accommodation unit or in a dwelling provided only for him/her;
* €500 for a household of 2 adults in an accommodation unit or in a dwelling provided only for them

The above amounts are increased by:

* €50 per dependent minor at the time of signing the agreement; and
* €75 for each additional person of legal age present in the household when it is composed of more than 2 people of legal age.

An occupant who does not receive income or equivalent assistance is provided with free accommodation until they or a member of their household receives income or equivalent assistance. The occupant must produce an official certificate stating the absence of income or resources as a condition for free accommodation.

**The compensation must be paid in advance to the** Walloon Housing Fund into ING account no. BE52 3632 2352 3709. To this end, the occupant is required to make the transfer by the 2nd of the month for the beginning of the month or to give an order, by means of a direct debit mandate, for the payment to be made for this date.

If entry into the contracted accommodation occurs during the course of the month, the compensation due is calculated on a pro rata basis for the number of days remaining in the month, including the day of arrival.

*For example: If the occupant arrives on 7 September, they will pay 25/30 of the compensation amount due.*

Similarly, if the occupant or a member of the occupant's household begins to receive income or equivalent assistance during the course of the month, the compensation amount will be prorated for the number of days remaining in that month.

*For example: if the occupant or one of the members of the household receives income from the 11th, they will pay 20/30 of the compensation amount due.*

**In both cases**, payment is made, exceptionally, at the end of the first month.

In the event of departure before the end of a month, any overpayment will be reimbursed up to the number of days remaining, starting the day after the departure.

*For example: If the occupant leaves the collective accommodation on 20 August, they will be reimbursed 10/30 of the compensation paid.*

The contribution covers the following costs and expenses: accommodation, water, electricity, gas, fuel oil, insurance and other expenses.

The contribution does not cover optional meals or laundry and cleaning services provided by the accommodation provider or facility manager. These optional services are billed separately where applicable.

The compensation amount to be paid by the occupant is set out in Appendix 1.

**Art. 4 - Obligations of the parties**

4.1. Obligations of the accommodation provider

The accommodation provider agrees to provide the occupant with furnished accommodation, duly supplied with water, electricity, heating and connected to the Internet.

4.2. Obligations of the occupant

The occupant agrees:

* to occupy the accommodation as a careful and reasonable person. They will maintain their room or accommodation and return it in the same condition as when they arrived. To this end, a mutually agreed inventory of fixtures relating to the occupant's private areas may be drawn up at the owner's request on the occupant's arrival and departure.
* **to comply with the internal rules** listed in Appendix 2 of this agreement;
* to take all necessary measures to sort out their administrative situation as soon as possible (registration at the registration centre in Brussels, in a municipality's foreign nationals' register, application for the equivalent to income support if applicable);
* to inform the accommodation provider immediately of any change in their financial situation, in particular the receipt of income support and/or family allowance;
* to pay the financial compensation due in a timely manner in accordance with Article 3.

**Art. 5 - Term of the agreement**

The occupation starts on ............... for a period of X months.

It will end:

* either at the end of the term, i.e. midnight on xxx;
* or as soon as the reason for which it was concluded becomes irrelevant;
* or by termination in accordance with Article 6.

It may be renewed for a fixed period with the agreement of the parties. The extension must be agreed upon by means of an amendment at least xxx days before the term expires.

**Art. 6 - Termination**

This agreement may be terminated:

* by the accommodation provider or by the organization charged by the Walloon Region with the daily management of the accommodation, with 10 days notice;
* by the occupant with 5 days notice.

In the event of non-payment of the compensation set out in Article 3 or in the event of a serious breach of the internal rules, the accommodation provider may terminate the agreement without notice.

In all cases, no termination fee is due.

When the agreement is terminated by the accommodation provider, or by the body entrusted by the Walloon Region with the day-to-day management of the accommodation, it must notify the Public Centre for Social Welfare (PCSW) of the municipality where the infrastructure is located or, if applicable, the PCSW where the occupant is registered.

**Art. 7 - Prohibition of transfer**

The occupant cannot transfer, in whole or in part, the use of the accommodation or part of the accommodation referred to in Article 2 without the prior written consent of the accommodation provider.

**Art. 8 - Processing of personal data**

The Walloon Region, or any organisation duly authorised by it for this purpose, processes personal data strictly necessary for the organisation and proper management of the collective accommodation, in accordance with the General Data Protection Regulation (GDPR).[[1]](#footnote-1)

In accordance with Article 6.1.e) of the aforementioned Regulation, the processing of such data is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Walloon Region, namely the accommodation of persons fleeing the war in Ukraine.

Drawn up in duplicate in .............., on ......... each party declaring to have received a copy.

The accommodation provider, The occupant

****

**APPENDIX 1 – Monthly amount of compensation payable by the occupant based on household composition**

|  |  |  |  |
| --- | --- | --- | --- |
| Profile | Number  | Unit amount | Total amount |
| Single adult in a shared accommodation unit |  | €150 |  |
| Single person or Adult head of household in a self-contained accommodation unit | 1 | €300 | €300 |
| Second adult part of the occupying household |  | €200 |  |
| Dependent minor(s) part of the occupying household |  | €50  |  |
| Other person(s) of legal age part of the occupying household |  | €75 |  |
| **TOTAL** |  |  | **xxx** |

**APPENDIX 2: Occupants' information (**PLEASE COMPLETE IN CAPITALS)

|  |
| --- |
| **Head of the family[[2]](#footnote-2)**  |
| **Surname:** |  |
| **First name:** |  |
| **Date of birth (DD/MM/YYYY):** | \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_ |
| **Income\*:** | YES/NO |
| **Bank account no.** | BE \_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_\_\_  |
| **Mobile:** |  |
| **Email address:** |  |
| **CPAS of reference** | CPAS of the municipality of : …………………..Address : ………………………………………………….. |
| **Other adults in the household** |
| **Surname:** | **First name:** | **Income\*:** | **RN (if available):** |
|  |  | YES/NO |  |
|  |  | YES/NO |  |
|  |  | YES/NO |  |
|  |  | YES/NO |  |
|  |  | YES/NO |  |
| **Children:** |
| **Number of children < 18 years old:** | **\_\_\_\_\_\_** |

**In accordance with Article 3, the occupation compensation must to be paid to the account:**

**No. BE52 3632 2352 3709 of the Walloon Housing Fund**

**The communication to be completed will be composed as follows: Date of birth of the head of the household - First 3 letters of surname - First 3 letters of first name**

*For example: Anna Shevchenko born on 02/05/1995: Communication = 02051995-SHE-ANN*

**APPENDIX 3 - Internal Rule(s)**

**xx**

1. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC [↑](#footnote-ref-1)
2. The head of the family is the reference person for financial matters

\* *Pursuant to Article 3 of the agreement, in the absence of household income, the occupant must produce an official certificate stating the absence of income or resources as a condition for free accommodation.* [↑](#footnote-ref-2)