

GARAGE LICENCE AGREEMENT

THIS AGREEMENT is made on theday of 2012

Between the **LONDON BOROUGH OF SOUTHWARK (“the Council”)** and

Name.....(“the Licensee”)

Of.....

WHEREBY IT IS AGREED AS FOLLOWS:

The Council hereby gives authority for the Licensee to use, effective from Monday

The.....day of.....

Garage/Car Space

Estate:

Block:

Unit:

No.....(“the Garage”)

The weekly Licence fee is £XXXX

1. PERIOD OF LICENCE-THE LICENSEE AGREES THAT:

This is a weekly licence commencing or terminating on a Monday. The licence fee is calculated on a fifty two weeks basis.

2. THE LICENSEE AGREES TO AND WILL:

Pay the licence fee monthly in advance by Direct Debit on the first working day of a calendar month. If the licence fee account falls in arrears, the Council may terminate the licence and reserves the right to charge the Licensee twenty pounds (£20) for every letter sent to the Licensee regarding such arrears.

3. VARIATIONS TO LICENCE - THE LICENSEE AGREES TO AND WILL:

Accept and abide by the Council's discretion to vary the licence fee, the service charges, other charges or any terms of this Licence by one week's written notice given to the Licensee.

4. LIMITATIONS OF USE- THE LICENSEE AGREES TO AND WILL:

- a) Not use the garage other than for parking of the nominated motor vehicle or storage of goods. If the Licensee uses the garage for storage the Licensee must comply with the restrictions contained in this Licence, all relevant health and safety regulations and applicable planning control.

- b) The Council may withdraw its consent for storage at its discretion by written notice to the Licensee.
- c) Not use the garage or the compound area in which the garage is situated for any trade or business. Failure to disclose business use will be in breach of this Licence and the Council may terminate the licence.
- d) Not use the garage for any illegal or immoral purposes and will not do or permit to be done, any act or thing which may cause nuisance, annoyance or inconvenience to other Licensees, or the occupiers of any part of the building of which the said garage forms part of, or to the occupiers of neighbouring garages or buildings.
- e) Not undertake repairs, other than those required for routine maintenance or servicing of the nominated motor vehicle nor use re-spraying equipment. The Licensee shall not fix or use any gas engine or other power driving machinery in the garage.
- f) Not keep, whether permanently or temporarily, any petrol, diesel, benzol, or other motor spirit (except that which may be contained in the tanks of the nominated motor car/motor cycle) or any other explosive, inflammatory oils, or substances in the garage. Further, not keep, permanently or temporarily, any empty containers for substances mentioned above, in the garage.
- g) Not to make any alterations or additions to the Garage without the prior written consent of the Council

5. MAINTENANCE OF THE GARAGE-THE LICENSEE AGREES TO AND WILL:

- a) To keep the garage's fixtures and fittings (including the garage door) in good repair and condition and not make any alterations or additions to the garage save that the Licensee may affix a security lock to the garage door at the Licensee's expense. Such lock to be removed by the Licensee at the expiry or termination of this licence.
- b) Notify the Council immediately of any defect or repair needed to the garage and compound area including drains and other services.
- c) Be responsible for and indemnify the Council for the cost of repairing or replacing the fixtures or fittings or damage to the garage, if such damage is considered by the Council to have been caused deliberately, through neglect or carelessness on part of the Licensee.
- d) Keep the garage including the doors, window, gutters, and fixtures and hard surfacing in the compound area in which the garage is situated in a good, clean and orderly condition.
- e) Permit the Council its employees, agents or workmen upon reasonable notice (except in emergency) to enter upon and inspect the state of repair, cleanliness and/or usage of the garage at all reasonable hours of the day and execute any repairs required to the Garage and / or any adjoining garages.

6. OTHER CONDITIONS APPLICABLE-THE LICENSEE AGREES TO AND WILL:

- a) Keep the doors closed and locked at all times when the garage is not in use and entrance gates to the garage compound, where they exist.
- b) Reimburse the Council if any special cleansing (including removal of blockages in drains) is required to the garage or the compound area due to the Licensee having allowed the same to become dirty or infested by vermin.
- c) Reimburse the Council for any damage caused to the garage as a result of removing a lock installed by the Licensee pursuant to clause 5(a) above.

- c) Not pass or cause or permit to be passed into the drains serving the garage or the compound in which the garage is situated any petroleum spirit or oil.
- d) Not use any lighting in the garage other than electric lighting.
- e) This licence is personal to the Licensee only and the Licensee may not permit any third party to make use of either the whole or any part of the garage or the whole or any part of the compound area for any purpose whatsoever.
- f) Park the registered vehicle in the garage only and not on the forecourt in front of the garage.
- g) Not use the garage or the compound area for any form of advertising whatsoever.
- h) Not deposit or cause to be deposited litter or other materials in the compound in which the garage is situated or in any access way.

7. THE COUNCIL'S UNDERTAKING-THE COUNCIL AGREES TO:

Keep the structure and exterior of the Garage in rentable condition, except where the garage is severely damaged by fire, storm or collision. In this event the Council will decide whether the Garage should be repaired or whether they should be demolished and the site cleared

8. INSURANCE- THE LICENSEE AGREES TO AND WILL:

Not commit any action or act of negligence likely to invalidate the Council's insurance. The Council's insurance does not cover any damage or loss to the nominated vehicle or to any other belongings of the Licensee, howsoever caused. It does not cover personal injury of any nature to the Licensee and/or any other person or persons frequenting the garage at the invitation or otherwise of the Licensee.

9. INDEMNITY- THE LICENSEE AGREES TO AND WILL:

Keep the Council fully indemnified in respect of all loss or damage (howsoever caused) occasioned to the Council's property (other than reasonable wear and tear). The indemnity will also include the property of any other person, or in respect of any injury sustained by any person occasioned through the use or misuse by the Licensee.

10. TERMINATION - THE LICENSEE AND COUNCIL AGREE THAT:

- a) The Licensee may terminate this Licence by giving the Council two weeks notice, in writing, to expire on a Monday, but subject and without prejudice to the rights and remedies of the Council in respect of any sums payable, or in respect of any breach by the Licensee of the terms of this Licence.
- b) Upon termination of the Licence, leave the garage clear of all belongings and in reasonable condition, fair wear and tear excepted. Any belongings left and not claimed by the Licensee within ten working days from the date of termination of the Licence may be treated as abandoned and be disposed of by the Council after taking reasonable steps to contact the Licensee.
- c) The Licensee will reimburse the Council on demand the full cost of any cleaning, clearance or repair necessitated by the Licensee failing to leave the garage in accordance with the Licensee's obligations under any of the Terms of this Licence.

- d) The Licensee will ensure that all keys are labelled and returned to the Council on termination and reimburse the Council on demand the cost of replacing keys not returned.
- e) Serve any Notice, in writing, on the Council by delivering it to the offices or posting it by Registered Post or Recorded Delivery, to 153-159 Abbeyfield Road, London SE16 2BS
- f) The Licensee will abide by the Council's decision to terminate the Licence having received two week's notice in writing to expire on a Monday, or by immediate notice if the Licensee has breached any of the terms of the Licence.
- g) The Licensee accepts that any notice (including any consent) served on the Licensee by the Council shall be deemed to have been served when it has been delivered to the Garage or the Licensee's listed home address, or twenty four hours after posting the Notice by first class post to the Licensee's listed home address. A certificate of posting shall be conclusive evidence of posting and of subsequent service. A Notice shall be sufficient if addressed to the Licensee by name or to the Licensee and shall remain valid notwithstanding the prior death of the Licensee.

11. DECLARATION BEFORE SIGNING THIS LICENCE

I, the Applicant have been given the opportunity to ask the Council and its Officer on general matters about the Licence. I have been given the opportunity to seek independent legal advice before signing this Licence. I have read and understood the implications of signing this Licence. I agree to and will abide by all the Clauses of this Licence. I acknowledge receipt of.....key(s) for the garage which are returnable upon surrender or termination of this Licence.

Signed.....Date.....
(Licensee)

Signed.....Date.....
(Officer, On behalf of the London Borough of Southwark)