

## **GARAGE LICENCE AGREEMENT**

Licence fee charges are calculated as follows: (where there is no additional service charge enter £0:00)

- Weekly rent £..... (Standard/Private/Concessionary – delete as appropriate)
- Water charge £.....
- Larger charge £.....
- Parking charge £.....

The Council will notify the licensee in advance of any rent increase.

If the garage receives the benefit of an additional service then a service charge will be added to the rent. Notwithstanding the generalities of the foregoing services, include water supply, additional parking space and larger size garage.

### 1. PERIOD OF LICENCE-THE LICENSEE AGREES THAT:

This is a weekly licence commencing on a Monday. The licence fee is calculated on a fifty two/three week basis.

This Licence agreement will be for a minimum of 12 weeks. If the licensee wishes to terminate the agreement before this period, they will still be liable for the minimum 12 weeks period of rent.

### 2. THE LICENSEE AGREES TO AND WILL:

- a) Make all payments of the licence fee to Southwark Council
- b) Pay the licence fee weekly in advance on a Monday. If the licence fee account falls in arrears, the Council may issue letters and notices and terminate the licence and reserves the right to charge the Licensee for every letter sent to the Licensee regarding such arrears.
- c) If the licensee fails to keep up with the rent payments and the garage is repossessed the Council will add all charges including, any costs associated with repairs or reinstatements within or around the garage caused by misuse or unauthorised alterations, correspondence fees, securing the garage, lock changes and clearance of goods which may include all associated storage costs of said goods including packing, removal, inventory and carriage and any other charges accrued, to the final balance on the account, and pass to their legal department for action. Where legal action is commenced interest (on the rent charge debt) at 8% and court costs will also be charged to the licensee.
- d) Payments of the licence fee by Standing Order or Direct Debit must be paid weekly or monthly in advance.

### 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 as a habitable unit and not use the garage other than for parking of the nominated motor vehicle or storage of non-combustible 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) Not park or allow a third party to park in the garage compound, forecourt area or any access ramp/road to a garage compound. Parking is only permitted within the lawfully rented garage. Parking enforcement action including towing may be

deployed for breach of this clause in addition to any action for breach of the licence agreement.

- c) The Council may withdraw its consent for storage at its discretion by written notice to the Licensee.
- d) 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 will terminate the licence.
- e) Not use the garage for any criminal, immoral or illegal purpose including selling or using illegal drugs, or storing or handling stolen goods 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.
- f) Not undertake any repairs of the housed motor vehicle or any other vehicle nor use re-spraying equipment. The Licensee shall not fix or use any gas engine or other power driving machinery in the garage.
- g) Not keep, whether permanently or temporarily, perishable items including foodstuffs, animals, electric scooters, fridges/fridge freezers or freezers, fireworks, gas canisters and any petrol, diesel, benzol, or other motor spirit (except that which may be contained in the tanks of the housed 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.
- h) Not to make any alterations or additions to the Garage without the prior written consent of the Council.
- i) Not install or run any electricity into the garage or compound area or use the garage for the purpose of charging batteries or motorised vehicles.
- j) Not to sub-let the garage. The Licensee shall not be permitted to assign, sub-let or part with possession of the Garage or any part of it.
- k) If the Council have reasonable grounds to suspect fraud, the contract will be ceased and the Council will terminate the licence forthwith on giving one week's notice in writing.

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

- a) Take care of the garage and its fixtures and fittings including the garage door 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 or keys to be surrendered if removal would damage the fabric of the door (see clause 6(c) below).
- b) Notify the Council immediately of any defect or repair needed to the garage and compound area including drains and other services. If it is found that the repair/defect is as the result of misuse, you may be recharged.
- 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) If the licensee loses or misplaces the keys for the garage and/or the garage compound, the council will reserves the right to recharge the licensee for providing a replacement.
- e) 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.

- f) Permit the Council and its contractors or agents, access for inspection for whatever reason at all reasonable times and in particular:
- to view the state and condition of the Garage;
  - to carry out any repairs for which the licensee is responsible after the Council has given the licensee written notice and the costs of which will be paid by the licensee;
  - to carry out repairs to adjoining garages owned by the Council;
  - to make sure that the licence is being observed.
- Wherever possible, the Council will give the licensee, 24 hours' notice of any such inspection (except to deal with emergencies)

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.
- d) 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.
- 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. There is no entitlement and no discretionary permission will be given to succeed or assign this licence.
- f) Park the licensee's vehicle in the garage only and not park or allow others to park on the forecourt in front of the garage unless stipulated and added as an additional service charge.
- 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 after the 12 weeks initial period (earlier termination would require payment of the 12 weeks rental amount) by giving the Council two full weeks' notice in writing (or via the on-line e-form), to commence and expire on a Sunday, 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 secure, clear of all belongings and in reasonable condition, fair wear and tear excepted. Any belongings left from the date of termination of the Licence will be subject to the obligations of S41 of the Local Government (Miscellaneous Provisions Act 1982. The licensee will remain liable for the rent and any costs incurred in securing vacant possession, until the garage is cleared.
- 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 and/or fobs (including gate/access to the compound) are labelled and returned to the Council at the designated address (currently) **Garages, Homeownership services, PO Box 76378, London, SE1P 6HY** on termination and reimburse the Council on demand the cost of replacing any keys or fobs 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 Homeownership Services, PO Box 71994, London, SE1P 5FW
- f) The Licensee will abide by the Council's decision to terminate the Licence having received two weeks' notice in writing to expire on a Sunday, 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 Forty Eight hours after posting the Notice by 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 advised that I must insure the contents of the garage/store (subject to this licence agreement) and that the council has no liability for any damage or loss regardless of the cause.

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.