

GARAGE LICENCE AGREEMENT

THIS AGREEMENT is made on theday of

Between the LONDON BOROUGH OF HARROW ("the Council") and

Name.....("the Licensee")
(Print name in full)

of.....
(Full address)

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 No.....
(Print full address)
.....("the Garage")

for the purpose of garaging the following nominated Motor Car/Motor Cycle:-

Reg.No.....Make.....Model.....Colour.....
(The Licensee must notify the Council in writing of any change to the nominated vehicle (either in its colour or registration number or by nominating a different motor car/motor cycle in substitution of the original).

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 52 weeks basis.

2. LICENCE FEE-FOR COUNCIL TENANTS-THE LICENSEE AGREES TO AND WILL:

- a) Make all payments of the licence fee to the Council Offices, Station Road, Harrow or at a Post Office using the Giro slips in the licence fee payments book provided.
- b) Pay the licence fee weekly in advance on a Monday. If the licence fee account falls in arrears, the Council may terminate the licence.
- c) Payments of the licence fee by Standing Order or Direct Debit must be paid monthly in advance on the nearest working day to the fourth day of a calendar month.
- d) Pay a bi-annual Service Charge of £2.50, to cover costs of account statements and any other communication sent by the Council. These costs would be debited to the Licensee's garage licence fee account and must be settled at the time of making the usual licence fee payment.
- e) Pay a deposit of £20.00 (returnable at termination of this Licence) for the computer-designed key to the underground parking car space at Churchill Place. (This charge relates only to the Licensees of the car spaces at Churchill Place).

3. LICENCE FEE-FOR NON-COUNCIL TENANTS-THE LICENSEE AGREES TO AND WILL:

- a) Pay the licence fee monthly in advance by Direct Debit on the fourth day or nearest working day to the fourth day of a calendar month. If the licence fee account falls in arrears, the Council may terminate the licence.
- b) Pay an administration fee equivalent to two week's licence fee along with the first licence fee payment.
- c) Pay a bi-annual Service Charge of £2.50, to cover costs of account statements and any other communication sent by the Council. These costs would be debited to the Licensee's garage licence fee account and must be settled at the time of making the usual licence fee payment.
- d) Pay a deposit of £20.00 for the computer-designed key to the underground parking car space at Churchill Place. (This charge relates only to the Licensees of the car spaces at Churchill Place).

4. VARIATIONS TO LICENCE FEE, ADMINISTRATION, SERVICE CHARGES OR OTHER TERMS- 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.

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

- a) Not use the garage other than for parking of the nominated motor vehicle mentioned above. However, the Council may consider allowing storage of goods. The Licensee must obtain the Council's prior written consent to the storage of the goods. The consent, if granted by the Council may be subject to conditions such as, health and safety issues and planning control permission which the Licensee would need to obtain.
- b) Abide by the Council's decision on whether storage of specified items and/or other goods is permitted or not. The Council may withdraw its consent for storage at its discretion by written notice given 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.

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

- a) Take care of the garage and its fixtures and fittings and not make any alterations or additions to the garage. Notify the Council immediately of any defect or repair needed to the garage and compound area including drains and other services.
- b) 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.
- c) 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.
- d) 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 therein.

7. 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) 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.

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

- a) Be responsible for repairing or replacing the fixtures or fittings or damage to the garage, if such damage is considered by the Council not to have been caused deliberately, through neglect or carelessness on part of the Licensee.
- b) Take action as soon as notification is received from the Licensee of any defect or repair needed to the garage and compound area including drains and other services.
- c) Arrange with the Licensee for its employees, agents or workmen (except in emergency) to enter upon and inspect the garage at reasonable hours of the day for the repairs required.
- d) Once the initial inspection has been carried out (except in emergency) instruct its agents or workmen to carry out the repairs to an acceptable standard.

9. 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 either the Licensee and/or any other person or persons frequenting the garage at the invitation or otherwise of the Licensee.

10. 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.

11. TERMINATION - THE LICENSEE AGREES TO AND WILL:

- a) Terminate this Licence by giving the Council one 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 Agreement.
- b) Upon termination of the Licence Agreement, 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 off by the Council.
- c) 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) Ensure that all keys are labeled 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, at the Housing Department, P.O Box 65, Youngmans Building 11, Civic Centre, Station Road, Harrow, HA1 2XG.
- f) Abide by the Council's decision to terminate the Licence having received one 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) Accept that any Notice (including any consent) served on the Licensee by the Council shall deemed to have been served when it has been delivered to the garage or the Licensee's listed home address, or 24 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.

12. 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 Harrow)