

## COUNCIL LICENSEES TERMS AND CONDITIONS FOR GARAGES

### Licence Charges

1. The Licence fee is due in advance on Monday of each week and should be paid monthly by Direct Debit only (unless otherwise decided by the Head of Landlord Services). Such payments must be made in advance during the first week of each month.
2. The Council will notify the Licensee of any variation in the charge by giving a minimum of one week's notice in writing.
3. The Water Authority may choose to charge water rates for the disposal of surface or drained water.

### Termination

4. The Licence can be terminated by either party at any time by giving one week's notice in writing, commencing on a Monday and expiring on a Sunday.
5. The keys must be returned to the City Offices by no later than 4pm on the Monday following the last day of the notice period. The Licensee will remain responsible for the Licence fees of the garage until the keys are returned. Keys are not to be posted unless sent by 'Recorded' or 'Registered' post. Failure to return the keys will result in the locks being changed and the costs of the Council's expenses in doing so being recovered from the Licensee.
6. The garage must be left completely empty and in good order. The Council accepts no responsibility for any property left behind. Any property left will be disposed of as the Council sees fit. The Licensee is liable for the Council's costs in removing and disposing the items. If property is sold any expenses including Licence fees will be retained from the proceeds.
7. In the event of the garage being left in an unreasonable and/or damaged condition or where the Licensee has failed to comply with the conditions of the Licence, the Licensee will be liable for any costs incurred by the Council in making good.

8. Any licence fees paid in advance will be refunded on termination less deductions for any monies owing to the Council with respect to the terms and conditions of the garage Licence.
9. There is no right of succession to a garage Licence. On the death of the Licensee, the Licence agreement will be terminated. A spouse or family member of the Licensee can not take over the Licence agreement.

### Duties of the Licensee

10. The Licensee shall use the premises as a private garage for the storage of his/her own private motor vehicle only and not for any other purpose.
11. Combustible or harmful materials must not be kept in the garage, apart from any petrol in the tank of the motor vehicle.
12. The Licensee shall take all reasonable precautions against the outbreak of fire.
13. The Licensee shall not sublet, assign or otherwise part with possession of the premises or any part thereof.
14. The Licensee shall keep the garage and any fixtures and fittings therein in a clean and orderly condition.
15. The Licensee shall not make any additions or alterations in or to the garage, and shall not paint or drive nails or screws into the walls or woodwork of the premises without the previous written consent of the Council.
16. The Licensee shall be entirely responsible for any loss, damage or injury of any nature caused to the garage and surrounding area by the neglect or carelessness of the Licensee, his/her family, lodgers or visitors. In the event of failing to make good any damage, it will be made good by the Council at the Licensee's expense.
17. The Licensee shall allow the Council and/or its agents to inspect or enter the garage at any time and to carry out any necessary repairs or for any other reasonable purpose.
18. The Licensee shall not use the garage in connection with any trade or business nor display, or permit to be displayed, any notice, advertisement or nameplate on the premises.

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19. The Licensee must immediately notify the Council of any defects or damage to the garage. Repairs to garages will be given a low priority of 30 working days unless there is an immediate and/or urgent risk to the health and safety of the Licensee or the general public. Licensees are expected to relocate their property at their own cost if it is at risk of being lost/damaged during the 30 day priority period (Licensee's attention is drawn to items 24, 26 & 27).
  20. The Licensee shall on receipt of a minimum of 48 hours notice from the Council, empty the contents of the garage to allow an inspection and/or repairs to be undertaken and at no expense to the Council for the duration of inspection/repair.
  21. Licensees will be recharged the full cost of requests for the Council to provide emergency access due to the loss of keys.
  22. The Licensee shall not do or permit to be done on the premises any act or thing, which may be of nuisance, annoyance, discomfort or inconvenience to any residents in the area.
  23. Car building or repairs either in the garage or surrounding areas is not permitted to be undertaken.
  24. The garage and surrounding areas must be kept clear and unobstructed at all times. Your Licence does not give you the right to park vehicles outside the garage or in the surrounding areas.
  25. The Licensee must inform the Council of any change of address in writing within 7 days of the change.
  26. A Licensee who takes possession of a garage shall be deemed to have accepted these conditions and agrees to be bound by them.
  27. Licensees are advised to arrange appropriate insurance for any items stored within their garage. It is recommended to insure for material damage and loss of garage contents and the Licensees legal liability in connection with the Licence.
  28. The Licensee is responsible for the conduct and safety of any visitors to the garage and it is recommended that appropriate insurance is obtained with regard to third party claims.
  29. You must not do anything that would increase the Council's rate of insurance on the garage, or make that insurance void.
- Duties of the Landlord**
30. The Council will notify the Licensee of any variation in Licence fees by giving a minimum of one week's notice in writing.
  31. The Council undertakes to keep in reasonable repair the structure and exterior of the garage. The Council does not undertake to keep the garage wind and weathertight. The Council shall not be responsible for any loss or damage to the property of the Licensee.
  32. The Council will arrange for Licence fees to be rebated for any period exceeding 7 days where the Council deems the garage to be beyond reasonable use (i.e. unsafe and/or insecure) pending remedial repairs/ inspection. In these cases, the Licensee will be required to temporarily surrender their keys until such time as remedial repairs are completed. No rebate will be issued where the Licensee continues to make use of the garage, whether wholly or in part, or where the keys have not been temporarily surrendered to the Council.
  33. The Council reserves the right to terminate a garage Licence at any time giving one week's notice in writing.

**By signing this agreement I agree to be bound by the terms and conditions of this Licence.**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Address \_\_\_\_\_

Garage Address \_\_\_\_\_

*(as defined on the attached plan and edged in red)*