# LONDON BOROUGH OF WALTHAM FOREST GARAGE LICENCE AGREEMENT

**THIS AGREEMENT** is made on the ……

**Between:**
**THE LONDON BOROUGH OF WALTHAM FOREST** ("the Council")

**And**

**Name:**……
("the Licensee")
*(Print name in full)*

**Address:**……
……
*(Full address including postcode)*

**WHEREBY IT IS AGREED AS FOLLOWS:**

The Council hereby grants the Licensee authority to use, effective from:

**Date:**……

**Garage Address:**
(Print full address including postcode) ("the Garage")

for the purpose of garaging a motor car/motorcycle or for general storage of goods (subject to the conditions set out in Section 4 below).

## 1. PERIOD OF LICENCE

This is a weekly licence commencing or terminating on a Monday. The licence fee is calculated on a 52-week basis, payable by Direct Debit or Standing Order by 12 equal instalments.

## 2. LICENCE FEE

**a)** Pay the licence fee monthly in advance by Direct Debit or Standing Order on the fourth day or nearest working day to the fourth day of a calendar month. If the licence fee account falls into arrears, the Council may terminate the licence.
**b)** The licence fee is reviewed annually with any changes taking effect from the first Monday in April. You will be notified in writing giving at least one week's notice of any changes to the licence fee.

## 3. NON-PAYMENT OF LICENCE FEE

**a)** If, at any time, there are arrears on the licence fee account, we will write to you to inform you of the arrears and demand that the outstanding licence fee is paid within the following one week. If you do not pay the arrears within the one-week period or contact us to agree an acceptable arrangement to pay the arrears, we will issue you with a termination notice, terminating the licence agreement within one week of the date of issue of the Notice.
**b)** If by the termination date stated in the termination notice you have not paid the arrears, or made an acceptable arrangement to do so, we will take action to repossess the garage. We do not need a court order or any other authority to do this, and you will receive no further notice of our intentions.
**c)** You remain liable for the payment of all licence fees due up to the termination date of a termination notice served by us, or the termination date of a notice served by you to end the licence agreement, and for a daily storage fee if a vehicle or goods are left in the garage beyond the termination date. Also see paragraph 11 below – termination of licence agreement.

## 4. LIMITATIONS OF USE

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**a)** Not use the garage for residential or industrial purposes and will not use or permit the garage to be used for any illegal purpose or permit to be done any act or thing which may cause nuisance or annoyance to users of adjoining garages or occupants of any residential properties in the vicinity of the garage.
**b)** Use the garage as a place of storage for a motor vehicle, or a place for storage of goods and materials. It is not permitted for it to be used as a workshop or to carry out repairs.
**c)** Not store or have in the garage at any time petrol, diesel (other than that contained in the fuel tank of the motor vehicle stored in the garage) or other flammable spirit; bottled gas or gas canisters, oxygen cylinders, kindling or fuels, or any items which present a high risk of fire or explosion.
**d)** Take all reasonable precautions to prevent the outbreak of fire.
**e)** Not sub-let or part with possession of the garage or any part thereof without the express permission of the Council.

## 5. MAINTENANCE OF THE GARAGE

**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 operatives upon reasonable notice (except in an 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.

## 6. OTHER CONDITIONS

**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 drain blockages) is required to the garage/compound area due to the Licensee having allowed the site to become dirty/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)** 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 compound area for any purpose whatsoever.
**e)** Park a motor vehicle in the garage only and not on the forecourt in front of the garage.
**f)** Not use the garage or the compound area for any form of advertising whatsoever.
**g)** 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

**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.

**8. INDEMNITY**

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.

**9. INSURANCE**

The Council's insurance does not cover any damage or loss to any items, motor vehicles or to any other belongings of the Licensee or any persons to whom the Licensee has permitted to be placed in the garage, howsoever caused. The Council's insurance 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.
The Licensee is responsible for ensuring any motor vehicles, or any other property stored within the garage against all risks and the Council recommends that the Licensee takes out such insurance.

**10. TERMINATION**

**a)** Terminate this Licence by giving the Council at least one week's 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. Any vehicle or 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.
**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 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 of termination in writing on the Council by delivering it to the Council office, by posting it via registered post or recorded delivery to the Place Team, Fellowship Square, Town Hall building, Walthamstow, E17 4JF, or by email to garages@walthamforest.gov.uk. Service of such Notice shall be deemed to be 24 hours after delivery by hand or posting by Registered Post or Recorded Delivery. A certificate of posting shall be conclusive evidence of posting and of subsequent service, and where Notice is by hand, the Licensee shall request and obtain a signed receipt for the same from the Council.
**f)** Abide by any decision taken by the Council to terminate the Licence upon not less than 2 weeks' Notice which will be given in writing to expire on a Monday, or, should Notice be given by the Council due to a breach by the Licensee of the terms of this Agreement will be by immediate notice requiring the Licensee to give possession immediately, or upon such Notice as the Council considers reasonable.
**g)** Accept 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 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 the posting and the 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**

# LONDON BOROUGH OF WALTHAM FOREST GARAGE LICENCE AGREEMENT

I confirm that I have had the opportunity to ask questions and seek independent legal advice. I have read and understood this Licence and agree to abide by its terms. I acknowledge receipt of the garage key(s), which must be returned upon termination.

**Licensee**

Full Name:……..…….……

Signed:……

Date:……

**Officer of the Council**

Full Name:……..…….……

Signed:……

Date:……