

Appendix 1

## GARAGE LICENCE AGREEMENT

**\* All "days" referred to in this document are calendar days and all "months" are calendar months unless otherwise stated**

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Between the London Borough of Hammersmith and Fulham ("the Council") and  
Name \_\_\_\_\_ ("the Licensee")  
Of \_\_\_\_\_  
(Address)

### WHEREBY IT IS AGREED AS FOLLOWS:

The Council hereby gives authority for the Licensee to use, effective from Monday  
The \_\_\_\_\_ day of \_\_\_\_\_

Motorcar garage/ Motorcycle garage  
Reference \_\_\_\_\_  
Estate \_\_\_\_\_  
Block \_\_\_\_\_  
No. \_\_\_\_\_ ("The Garage")

For the sole purpose of garaging the following vehicle:

Reg. No. \_\_\_\_\_ Make: \_\_\_\_\_ Model \_\_\_\_\_ Colour \_\_\_\_\_  
("Nominated Motor Vehicle")

### 1 LICENCE FEE:

- a) The weekly licence fee is £(insert amount) plus VAT (where appropriate) payable per calendar month at £(insert amount), (insert number of months) month / monthly in advance by direct debit only.
- b) Total weekly charges inclusive of VAT are £(insert amount) payable per calendar month at £(insert amount), (insert number of months) month / monthly in advance by direct debit only. VAT rates may vary.
- c) The above licence fee is standard/reduced/discounted/includes the additional charge of £\_\_\_\_\_ relating to \_\_\_\_\_ (delete as appropriate)

### 2 PERIOD OF LICENCE :

This is a weekly licence commencing or terminating on a Monday.

### **3 THE LICENSEE AGREES TO AND WILL:**

- a) Pay the licence fee in advance and by Direct Debit on the \_\_\_\_\_ working day of every calendar month.
- b) The first payment will be made on the next working day after the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_.
- c) Ensure that the licence fee account does not fall into arrears, otherwise the Council has the right to terminate this Licence Agreement by immediate notice

### **4 LIMITATIONS OF USE - THE LICENSEE AGREES TO:**

- a) Use the Garage for the sole purpose of garaging the Nominated Motor Vehicle. Not to use the Garage for storage of any kind other than the Nominated Motor Vehicle.
- c) Not to keep, whether permanently or temporarily, any petrol, diesel, benzol or other combustible chemicals or liquids or empty containers for their storage (except that contained in the tank of the Nominated Motor Vehicle).
- d) Not to do permit to be done any act or thing which may cause a nuisance, annoyance or inconvenience to other licensees, or the occupiers of any part of the building of which the Garage forms part of, or the owner and occupiers of adjacent or neighbouring garages or properties..
- e) Not to use the Garage, forecourt or the compound area in which the Garage is situated for any trade, business, commercial, advertising, illegal or immoral purposes whatsoever.
- f) Not to keep any animals or creatures in the Garage.

### **5 MAINTENANCE OF THE GARAGE - THE LICENSEE AGREES TO:**

- a) Keep the Garage's fixtures and fittings(including the Garage door) in good repair and condition and not make any alteration 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) Keep the Garage including the doors, windows, gutters, fixtures and hard surfacing in the compound area in which the Garage is situated in good repair and in a clean and tidy condition.
- c) Notify the Council immediately of any defect or repair needed to the Garage or compound area including drains and other services.
- d) Permit the Council its employees, agents or workmen upon reasonable notice of 7 days (except in case of 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 adjoining garages.
- e) **In case of emergency immediate access must be granted to the Garage or the**

Council may force entry to the Garage and it reserves the right to do so. The Council will not be held liable for any damage caused to the Nominated Motor Vehicle or any of the Licensee's possessions due to necessary forceful entry.

## 6 OTHER CONDITIONS AND LIABILITIES APPLICABLE TO THE LICENSEE

### THE LICENSEE AGREES TO THE FOLLOWING:

- a) To keep the doors of the Garage closed and locked at all times when the Garage is not in use and keep the entrance gates to the garage compound closed and locked, where they exist.
- b) To 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 to 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 to use any lighting in the Garage other than electric lighting
- e) This licence is personal to the Licensee only and must not be assigned to any other person or third party.
- f) 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.
- g) The Licensee will notify the Council's Garage Team in writing within 7 days of any change of address or contact details including phone number or email address or of any change in the Nominated Vehicle (either in its colour or registration number, ownership or by nominating a different private motor vehicle in substitution of the original) and surrender the licence agreement so that a new licence can be issued.
- h) To park the registered Nominated Motor Vehicle in the Garage only and not on the forecourt/compound in front of the Garage (these must be kept clear at all times).
- i) To be responsible for all non structural repairs to the Garage, doors and locks caused by accidental or malicious damage.
- j) Not to undertake repairs, servicing, modifying or re-spraying of any vehicle stored in the Garage, either within the Garage or on the forecourt/compound. Normal minor routine maintenance of the nominated motor vehicle may be carried out.
- k) Not to use any equipment requiring a flame (whether protected or not)
- l) The Council reserves the right to move vehicles from any garage, forecourt and garage site, for the purposes of ensuring safety of people and property or to remedy obstruction to the Garage or forecourt area, by whatever method the Council considers appropriate (even if, as a consequence, the Nominated Motor Vehicle or any other vehicle substituted in its place is unavoidably damaged. To the degree that it may be necessary to exercise the rights under this condition, The Council reserves the right to drive or otherwise take the Nominated Motor Vehicle or any other vehicle substituted in its place onto a public highway).

- m) The Council reserves the right to dispose of any good or vehicles left in the garage on termination of this licence should the licensee refuse to do so. The Council further reserves the right to dispose of any goods or vehicles which it reasonably believes to have been abandoned and shall be entitled to regard as abandoned any goods or vehicles which are left in the Garage or parked on the forecourt for more than 14 days following repossession of the Garage.
- n) The Licensee accepts responsibility to directly reimburse the Council or any third third parties for damage or loss of vehicles or goods they have allowed to be stored within the Garage or on the forecourt in breach of this licence agreement. The Council accepts no responsibility for third party vehicles or goods found within the Garage or forecourt and these will be disposed of on termination of this licence in accordance with the terms of this agreement.

## **7 VARIATIONS TO LICENCE – THE LICENSEE AGREES TO:**

Accept and abide by the Council's discretion to vary the licence fee, other charges or any terms of the Licence by giving 7 days written notice to the Licensee , unless before then the Licensee shall have served notice of termination under Clause 10 of this Licence.

## **8 INSURANCE - THE LICENSEE AGREES:**

Not to 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 Motor Vehicle or to any other vehicle or belongings of 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:**

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.

Indemnify the Council for the cost of repairing or replacing the fixtures or fittings or damage to the Garage including removal of locks installed by the Licensee, if such damage is considered by the Council to have been caused deliberately, through neglect or carelessness on the part of the Licensee.

Indemnify the Council for the cost of removal and disposal of vehicles and goods from the garage or forecourt where the licensee has failed to do so either on request or following termination of the licence

## **10 TERMINATION - THE LICENSEE:**

- a) May terminate this Licence by giving the Council 7 days' notice, in writing, to expire on a Monday, but subject to and without prejudice to the rights and remedies of the Council in respect of any breach by the Licensee of the terms of the Licence.
- b) Will serve any notice, in writing, on the Council by delivering it to the Council's offices or posting it by Registered First Class Post or Recorded Delivery to The Garage Team, Housing and Regeneration 3rd Floor Hammersmith Town Hall Extension, King Street, London W6 9JU.

- c) Upon termination of the Licence, the Licensee must leave the Garage clear of all belongings and in a reasonable state of repair and condition. Any vehicle or other belongings left and not claimed by the Licensee within 14 days from the date of termination of the Licence may be treated as abandoned and can be disposed of by the Council after taking reasonable steps to contact the Licensee by writing to the Licensee at his/her listed home address.
- d) 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 the terms of this Licence. And authorises the Council to set off any credits held at termination against such costs.
- e) Will ensure that all keys are labelled and returned to the Council at the address in section (10b) above, on termination and reimburse the Council on demand the cost of replacing keys not returned.
- f) Will abide by the Council's decision to terminate the Licence having received 7 days' notice to expire on a Monday or by immediate notice, unless before then the Licensee shall have served notification of termination under Clause 10a above.
- g) 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 24 hours after it has been posted by recorded delivery 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 TERMINATION- THE COUNCIL:**

May terminate the Licence by giving the Licensee seven (7) days' notice in writing to expire on a Monday, or by immediate notice if the Licensee shall have breached any terms of this licence.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 (Licensee)

**Before signing for the Council the officer must confirm all required documentary evidence including any supporting evidence applicable garage charge discounts has been received from applicants and has been stored on file.**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 (Officer, on behalf of the Council the London Borough of Hammersmith and Fulham)