

TERMS AND CONDITIONS OF GARAGE LICENCE AGREEMENT

Cheltenham Borough Council set up Cheltenham Borough Homes (“CBH”) as an Arms Length Management Organisation. This means that CBH is fully owned by the Council but operates independently. CBH manages the garages on behalf of the Council.

THIS AGREEMENT is between Cheltenham Borough Council (“the Council”) and you, the Licensee.

1: LICENCE FEE:

The weekly licence fee is £ per week plus VAT (where appropriate) payable monthly in advance by Direct Debit only. An advanced payment is required on sign up, the amount of which will vary on tenure type.

2 PERIOD OF LICENCE:

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

3 THE LICENSEE AGREES TO AND WILL:

Pay the licence fee in advance and by Direct Debit on every calendar month.

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:

Use the Garage for the main purpose of garaging the Nominated Motor Vehicle. Any other items stored in the garage are kept there solely at the licensee’s risk. The licensee is responsible for ensuring all items are kept in good condition and regularly inspected.

Keep the garage secure and ensure that the garage is not used as a dwelling by the licensee or any other person.

Not to keep, whether permanently or temporarily, any petrol, diesel, benzoyl or other combustible chemicals or liquids or empty containers for their storage (except that contained in the tank of the Nominated Motor Vehicle) nor any poisonous or dangerous building materials such as asbestos or any other hazardous materials.

Not to do or permit to be done, any act or thing which may cause a nuisance, annoyance or inconvenience to

- other licensees,
- the occupiers of any part of the building (or which the Garage forms part of)

- the owner and occupiers of adjacent or neighbouring garages or properties.
- any person engaged by the Council or Cheltenham Borough Homes to undertake works;
- Council Officers or Members of the Council or
- neighbours or those living, working or engaged in lawful activity in the locality of the premises.

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.

Not to keep any animals or creatures in the Garage.

5 MAINTENANCE OF THE GARAGE THE LICENSEE AGREES TO:

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.

Keep the Garage and the compound area, in which the Garage is situated, in a clean and tidy condition.

Notify the Council immediately of any defect or repair needed to the Garage, the Garage door or compound area including drains and other services.

Permit the Council its employees, agents or workmen upon notice of 24 hours (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.

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:

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.

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.

To acknowledge that the Council reserves the right to regain possession of the garage at any time and for whatever reason, on giving proper notice. This includes when a tenant has been permitted more than one garage at a time of low demand, or to permit redevelopment.

Not to permit 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.

Not to use any lighting in the Garage other than electric lighting

This licence is personal to the Licensee only and must not be assigned to any other person or third party.

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.

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.

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).

To be responsible for all non-structural repairs to the Garage, doors and locks caused by accidental or malicious damage.

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.

Not to use any equipment requiring a flame (whether protected or not).

The Council reserves the right to move vehicles from any garage, forecourt and garage site, for the purpose 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 the public highway.

The Council reserves the right to dispose of any goods 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. The Council will deal with any abandoned goods under Section 41 of the Local Government (Miscellaneous Provisions) Act 1982.

The Licensee accepts responsibility to directly reimburse the Council or any 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 VARIATION 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 28 days written notice to the Licensee, unless before then the Licensee should 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 (however 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 COUNCIL:

The Council may terminate the Licence by giving the Licensee twenty eight (28) days' notice in writing to expire on a Monday, or by immediate notice if the Licensee has breached any terms of this licence.

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 using the procedure under S41 of the Local Government (Miscellaneous Provision) Act 1982.

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 the terms of this Licence; and authorises the Council to set off any credits held at termination against such costs.

The Licensee will ensure that all keys are labelled and returned to the Council at the address above on termination and reimburse the Council on demand the cost of replacing keys not returned.

The Licensee will abide by the Council's decision to terminate the Licence having received 28 days' notice to expire on the Monday or by immediate notice, unless before then the Licensee shall have served notification of termination referred to above.

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 LICENSEE

The Licensee may terminate the Licence by giving the Council 28 days written notice and will serve any notice on the Council by delivering it to the Council's offices or posting it by Registered First Class Post or Recorded Delivery to Cheltenham Borough Homes, Oakley Resource Centre, 113a Clyde Crescent, Cheltenham, Gloucestershire, GL52 5QL.

SIGNED: _____

CHELTENHAM BOROUGH COUNCIL/AGENT

SIGNED: _____

LICENCEE

DATE: _____