



## **Garage Licence Agreement**

This document is a legal contract between you and us, the Mayor and Burgesses of the Royal Borough of Kensington and Chelsea of the Town Hall, Hornton Street, London W8 7NX.

This agreement explains the terms and conditions you can expect from your landlord and the conditions you must keep to. It replaces any previous agreement you may have had with us. Please read it carefully and ask us to explain anything you do not understand before signing it. You can also get help from a Citizens' Advice Bureau, a solicitor, or an independent advice agency.

If you have any questions about the terms and conditions of this garage agreement or require assistance and support to complete it, please contact the Neighbourhood Resident Services Team on 0800 137 111 or email [HM-Parking@rbkc.gov.uk](mailto:HM-Parking@rbkc.gov.uk)

If you live in the North of the borough, you can visit your housing office at:

2-4 Malton Road  
London  
W10 5UP

If you live in the South of the borough, you can visit your housing office at:

12 Blantyre Street  
London  
SW10 0DS

<b>Our name and address</b>	The Mayor and Burgesses of the Royal Borough of Kensington and Chelsea of the Town Hall, Hornton Street, London W8 7NX (" <b>Licensor</b> ")
<b>Garage number and address/estate</b>	[ADD DETAILS] (" <b>Garage</b> ")
<b>Licence start date</b>	[ADD DETAILS]
<b>The licence fee per week</b>	[ADD DETAILS] (plus VAT if applicable)
<b>VAT applicable?</b>	[Yes] [No]

<b>Your name</b>	(" <b>Licensee</b> ")
<b>Your address</b>	
<b>Your phone number/s</b>	
<b>Your email</b>	
<b>Your vehicle type</b>	Car Van Motorcycle Not applicable
<b>Your vehicle's make and model</b>	[ADD DETAILS] [Not applicable]
<b>Your vehicle's fuel type</b>	[ADD DETAILS] [Not applicable]
<b>Your vehicle's colour</b>	[ADD DETAILS] [Not applicable]
<b>Your vehicle's registration number</b>	[ADD DETAILS] [Not applicable]

1. We, the Licensor, agree to permit you, the Licensee, to occupy the Garage in accordance with the terms of this Licence. The terms of this Licence are personal to you.
2. The Licensee acknowledges that:
  - 2.1. This Licence is not intended to confer exclusive possession of the Garage, and the Licensor is entitled to enter the Garage at any time; and
  - 2.2. The Licensee shall not be permitted to assign the Garage to another, or sublet the Garage or any part of it, or share the use of the Licence. Upon the death of the Licensee (or in an insolvency event if it is a corporate entity), this Licence shall end immediately; and
  - 2.3. The Licensor reserves the right to alter the terms of this Licence at any time on giving not less than 6 weeks prior notice to the Licensee.
3. Both parties acknowledge that the Licensee may not had an opportunity to inspect the Garage prior to the commencement of this Licence. If the Licensee is unhappy with the Garage, they may terminate this Licence at any time within the first seven days of the Licence start date upon giving at least 72 hours written notice to expire within that seven day period provided that the Licensee has paid the Licence fee for the duration of the Licence and returned the keys to the Licensor.

#### **Licensee's obligations**

4. You (the Licensee) must:
  - 4.1. Pay the Licence fee (as outlined the table above or as varied by us at our discretion upon us giving you at least 28 day's notice to you) along with any VAT payable, in advance on Monday in each week without deduction or set off by direct debit (or by such other method as may be agreed by the Licensor). The licence fee must be paid by direct debit or by contacting the Rent Income Team and you need to complete the form "*Instruction to your Bank or Building Society to pay by Direct Debit*" or such other form as the Rent Income Team provide.
  - 4.2. Use the Garage only:
    - 4.2.1. for the purposes of parking one motor vehicle owned by the Licensor; and/or
    - 4.2.2. for reasonable personal storage purposes.

All other uses including use as a shop, workshop, or for commercial activity of any sort, are strictly prohibited.
  - 4.3. Not fix to the Garage or any part of it, adverts, notices, wires, lamps, shelving, cupboards, benches, tools or other attachments of any kind, and shall not make any alterations to the Garage or carry out or permit to be carried out, any work for providing the Garage with any form of heat, light, power or energy unless this is first approved by the Licensor's Neighbourhood Resident Services Team.

Any installation so carried out shall be maintained by the Licensee to the satisfaction of the Licensor.

- 4.4. Not do or permit to be done in connection with their use of the Garage anything which, in the opinion of the Licensor may be or may become a nuisance or annoyance to or in any way interfere with the quiet or comfort of the residents of the housing estate or of any other person, nor to commit or allow others to commit any threats, violence, harassment or discrimination to neighbours on the estate and those acting for and on behalf of the Licensor. The Licensee must take reasonable precautions to ensure the vehicle alarm is not inadvertently activated in non-emergency situations.
- 4.5. Not use the Garage for any illegal or immoral purpose, as human residence, for the housing of animals of any kind, or for the storage of food or perishable items.
- 4.6. Not store in the Garage gas bottles, cylinders or tanks intended for domestic heating, for oxyacetylene welding or any other use is to be stored in the Garage. Except for quantities in the tank of your vehicle, storage of any petrol whatsoever or more than five litres of oil is strictly prohibited. The Licensee must dispose of used oil, batteries and motor vehicle fluids in a clean, safe and lawful manner.
- 4.7. Not run the engine of their vehicle inside the Garage except where necessary for the removal of the vehicle from the Garage, or to park the vehicle inside the Garage.
- 4.8. Not undertake repair work of any kind shall be carried out in the Garage or on any adjoining land belonging to the Licensor except for simple maintenance works on the Licensee's own vehicle.
- 4.9. Not to or permit any act whereby any policy of insurance against loss or damage by fire by or on behalf of the Licensor may become void whereby the premium payable in respect thereof may be increased, or whereby any statutory provision or provision contained in any regulation made by any duly constituted authority with regard to the storage and use of petrol and other explosive, hazardous or inflammatory oils or substance are contravened.
- 4.10. Not interfere in any way with estate or communal electric lighting installations and fittings belonging to the Licensor. Any defects relating to these matters should be reported at once by the Licensee to the Licensor's Neighbourhood Resident Services Team (email: [HM-Parking@rbkc.gov.uk](mailto:HM-Parking@rbkc.gov.uk)) or by calling them on 0800 137 111 or 020 3617 7080.
- 4.11. Not to block access to the Garage, Garage forecourt or service roads to the Garages with vehicles or other items. Vehicles blocking access may be relocated without further notice and served with a Penalty Charge Notice
- 4.12. Keep the forecourt and approach clear and clean at all times.
- 4.13. Observe and perform the relevant regulations relating to the Licensor's estate(s). The Licensee agrees to pay (within 14 days of being issued) all fines, penalties and/or charges rendered for breach of the relevant regulations.

Details of local regulations may be obtained from the Licensor's Neighbourhood Resident Services Team (email: HM-Parking@rbkc.gov.uk).

- 4.14. Repay to the Licensor the cost of repairing any damage done to the Garage or to the fixtures or fittings, including the breakage of doors, gutters, windows and glass, and the replacement of locks and keys.
- 4.15. Must notify the Licensor's Neighbourhood Resident Services Team immediately of any repairs, defects or damage to the Garage by calling 0800 137 111 or 020 3617 7080, or writing by email to HM-Parking@rbkc.gov.uk. All Garage repairs shall be completed as soon as reasonably practicable, unless, in the opinion of the Licensor, there is an immediate risk to the health and safety of the general public or an immediate risk to the safety of the Garage, in which case an emergency repair can be carried out to make the Garage safe, as the Licensor's resources permit. This may require forced entry by the Licensor or its agents, to access the Garage.
- 4.16. On the expiry of this Licence:
  - 4.16.1. the Licensee shall deliver up the Garage with all fixtures and fittings, doors, windows and gutters, in a good and satisfactory state of repair and condition (subject to fair wear and tear), clean and tidy, complete with all locks and keys (labelled), as well as all communal access fobs and transmitters belonging the Licensor.
  - 4.16.2. if the Garage is found to be in a dirty condition requiring special cleaning (and this includes the removal and disposal of items, waste or rubbish), the Licensee will pay the cost of such cleaning, removal or disposal and the appropriate sum to be debited from the Licensee's account.
  - 4.16.3. if the keys are not returned, the Licensee shall continue to be liable for the Licence fee until the keys are received. If the keys are not or cannot be returned, the Licensee may be charged the costs of the lock change, and the cost of replacement of all relevant keys, padlocks, buttons, fobs or remote transmitters where issued, this sum to be debited from their account. **All charges for these are all liable to alteration without notice, as our supplier's costs and delivery charges (if any) may vary.**
- 4.17. Items found in the Garage at the end of the tenancy are regarded as abandoned and will be disposed of by the Licensor after one month. Where a repossessed Garage is found to contain a vehicle or other goods subsequently claimed by the Licensee, a weekly charge equivalent to the weekly Licence fee may be levied for use, to be debited from the Licensee's account. The Licensor may at any time in its absolute discretion choose to remove and dispose of such vehicle and / or goods without liability to the Licensee or anyone else and without notice.
- 4.18. The Licensee agrees to indemnify and keep indemnified the Licensor against any costs, claims, charges, liabilities howsoever arising from the Licensee's use

of the Garage (including but not limited to any breach of the terms of this Licence), save where such liability arises as a result of the Licensor's own negligence or fault.

### **The Licensor's obligations**

5. The Licensor must:

- 5.1. Keep the Garage structure in a reasonable state of repair (save in the event of the disrepair being caused by the Licensee). The Licensee acknowledges that the Licensor shall not be required to keep the Garage in an entirely weatherproof and watertight condition.
- 5.2. If the Garage requires repair by the Licensor, the Licensee shall relocate the Garage contents at their own expense if the Licensee considers they are at risk of loss or damage if the Garage is subject to repair. The Licensor may provide a refund for any period exceeding one week where, in the Licensor's opinion, the Garage is beyond reasonable use pending completion of the repair; however, no refund can be provided where the Licensee continues to make full or partial use of the Garage during this time. If the Licensee accepts an offer of alternative parking for the duration of the repair (at the discretion of the licensor and subject to availability), no refund shall be offered.
- 5.3. Provide the keys to the Licensee at the start date of this Licence. The Licensee shall be liable for the replacement of the lock at their own expense where the keys are lost or damaged. The provision of any additional locks to the Garage and the maintenance of these locks shall be the Licensee's responsibility.

### **The Licensor's rights**

6. The Licensor, its agents or workmen, including the Licensor's Neighbourhood Resident Services Team, shall be free to enter the Garage to inspect or to carry out repairs (if needed) or for any other purpose, at all times and without giving notice

### **Termination (ways of ending the Licence)**

7. Without prejudice to the right outlined at Clause 3, this Licence may be terminated by either the Licensee or the Licensor giving not less than one week's notice to expire on a Monday, and in the case of termination by the Licensee, subject to the Licensee returning the keys to the Garage to the Licensor in person or by recorded delivery or registered post before 12 o'clock on the Monday on which the notice expires.

8. If any of the following events occur:

- (a) the whole or any part of the licence fee and other sums due are unpaid 14 days after becoming payable (whether formally demanded or not);
- (b) any breach of any of the terms and conditions of this Licence;
- (c) if the Licensee becomes insolvent or suffers an act of insolvency;

then at any time after, the Licensor may terminate this License by giving notice to the Licensee to expire immediately or within any other timescale at the Licensor's discretion.

9. Any notice to terminate is without prejudice to any right or cause of action which has accrued prior to termination.

### **Miscellaneous**

10. Any notice under this agreement shall be in writing and any notice to the Licensee shall be sufficiently served if addressed to the Licensee and attached to the Garage or sent to the Licensee by post or left at their last known address, and any notice to the Licensor shall be sufficiently served if delivered to the Licensor care of the Neighbourhood Resident Services Team, address of whom is shown below.
11. The Licensor accepts no liability for damage or loss to vehicles or other items stored in the Garage. The Licensee must insure the Garage contents against fire, flooding, theft and vandalism and meet the costs of any insurance premiums arising. The Licensee must notify the Licensor if the vehicle information described in this Licence changes and send updated details in writing to the Neighbourhood Resident Services Team.
12. We have a formal complaints procedure. If you believe we have broken any terms of this agreement or failed to meet one of our responsibilities, please follow our complaints procedure.

***I have read and understood the above terms and conditions relating to this garage licence.***

\_\_\_\_\_ (Sign your name)

\_\_\_\_\_ (Print your name)

**The date of this Licence shall be the date as set out in on page two as the Licence start date.**

From the Director of Housing Management  
The Royal Borough of Kensington and Chelsea  
Town Hall, Hornton Street  
London W8 7NX

Neighborhood Resident Services Team,  
Phone: 0800 137 111 or 020 3617 7080  
Email: HM-Parking@rbkc.gov.uk  
Website: www.rbkc.gov.uk

Malton Road Hub  
2-4 Malton Road  
London W10 5UP