

# LICENCE AGREEMENT FOR A GARAGE/PARKING FACILITY

## DETAILS OF GARAGE/PARKING FACILITY

Type of Facility	Garage <input type="checkbox"/>	Garage base <input type="checkbox"/>	Car port <input type="checkbox"/>	Parking space <input type="checkbox"/>
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Location	Number	
	Street	
Location Plan		as shown edged red on the attached plan

## COMMENCEMENT DATE OF AGREEMENT

Agreement Start Date	
	All facilities are charged licence fees weekly running from Monday to Sunday
Term of Licence	Twelve months commencing on and including the Agreement Start Date

## DETAILS OF LICENSEE

Name(s)	(1)	
	(2)	

Home address	
Postcode	

Home number		Mobile number	07424713831
Email address			

## LICENCE FEE DETAILS

	Amount
Weekly Licence Fee:	£
VAT *	£
<b>TOTAL</b>	£

Council agreement	<input type="checkbox"/>
Private agreement	<input type="checkbox"/>

\*VAT is only payable on  
Private agreements

## SIGNATORIES

By signing this agreement you accept the terms and conditions set out overleaf.

Licensee:	
Council official:	
Name:	
Position:	Customer and Business Support Officer

## **CONDITIONS OF LICENCE**

Slough Borough Council ("the Council") and the Licensee agrees that the Facility will be used by the Licensee strictly subject to the following conditions:

### **1. Minimum term of Licence**

- 1.1 The minimum term of this Licence is twelve months from the Agreement Start Date unless otherwise determined in accordance with the provisions of clause 8 of this Licence.

### **2. Restrictions as to use**

- 2.1 The Facility must be used **solely** for the keeping of Private Light Goods class motor vehicles, bicycles, motor cycles which are owned or leased by the Licensee. If the Facility comprises a garage, it may also be used for the storage of domestic or non hazardous goods which are owned or leased by the Licensee.
- 2.2 The Licensee is **not permitted** to use the Facility for the storage of any dangerous, explosive or flammable materials, chemicals, Light or Heavy Goods vehicles, construction machinery, or carry out commercial car repairs within the Facility, or use the Facility to store goods which are owned by a third party unless the same are leased by the Licensee by way of a formal lease or hire agreement
- 2.3 The Licensee is **not permitted** to use the Facility in connection with any business activities.
- 2.4 The Licensee is **not permitted** to park his/her vehicle in front of the Facility, or any other garage, for any purpose other than temporarily loading/unloading goods.
- 2.5 This Licence is **personal** to the Licensee. The Licensee is not permitted to assign this Licence or to underlet or share possession or occupation of any part of the Facility.
- 2.6 **No alterations or additions** may be made to the Facility without the Council's prior written consent.
- 2.7 The Licensee is **not permitted** to reside in the Facility or allow any other person to do so.
- 2.8 The Licensee is **not permitted** to keep any animals in the Facility.

### **3. Payment of Licence Fee**

- 3.1 The Licensee shall pay to the Council the Weekly Licence Fee (plus VAT if applicable) without any deduction or set off for the use of the Facility during the term of this Licence. The Licence Fee must be paid monthly by Direct Debit only. Acceptance of a payment other than by Direct Debit will only be considered if the Licensee provides evidence that he/she does not hold a bank account with the necessary facility to operate direct debit instructions.
- 3.2 The Licensee shall pay the equivalent of 8 (eight) weeks' of the initial Weekly Licence Fee by either cash or debit or credit card before entering into this Licence. The advance payment must have cleared by the Agreement Start Date.

- 3.3 If a Direct Debit payment is returned unpaid by the Licensee's bank a charge of £12.00 (or whatever charge is current at the time of the returned payment) will be added to the account. This amount will be treated the same as outstanding licence fee charges.
- 3.3 If the Licensee cancels the Direct Debit this Licence may be terminated by the Council on one week's Notice by the Council to the Licensee. Charges will be added to the Licensee's account for the cost of disposal of any possessions and lock change as a result. The Council will not be held liable for any loss incurred.
- 3.4 The Weekly Licence Fee is subject to annual review on the first Monday in April each year. The Licensee will be notified in writing of the proposed new Weekly Licence Fee and its commencement date. The Weekly Licence Fee set out on this Licence is the Weekly Licence Fee in force from the start of this Licence until the next review date.
4. **No liability**
- 4.1 All vehicles and/or goods are stored in the Facility entirely at the Licensee's own risk. The Council shall not be liable whatsoever for any injury sustained or for any loss or damage to any vehicles and/or goods during the period of this Licence.
- 4.2 The Licensee should arrange for its own contents insurance for any vehicles or goods stored in the Facility. Insurance cover should include risks such as fire, theft, water damage. The Council does not accept any responsibility for supplying and/or fitting any locking mechanisms required by any insurance company. Any locking mechanisms required by an insurer must not be fitted or installed without the Council's prior written approval and at the Licensee's own cost and risk.
- 4.3 If the Licensee loses its keys to the Facility (if any), the Council will upon reasonable prior written request change the locks and recharge the sum of £100 to the Licensee's account. The Licensee is encouraged to keep a copy spare key to avoid such charges.
5. **Repairs**
- 5.1 The Licensee **is responsible** for notifying the Council in writing of any repairs required to the Facility of which the Licensee becomes aware.
- 5.2 The Licensee is **not permitted** to withhold the Weekly Licence Fee or part thereof for any reason including periods of its own non-use of the Facility.
- 5.3 The Council **will not** reimburse any part of the Weekly Licence Fee should there be any repairs required to the Facility or for any periods of time that the Licensee may not have access to the Facility.
- 5.4 The Council **will not** reimburse any part of the Weekly Licence Fee:-
- 5.4.1 Should loss or damage to your contents or vehicle be caused due to repairs required to the Facility.
- 5.4.2 as a result of fly-tipping or vehicle obstructions which may restrict access to the Facility.
- 5.4.3 for any reason whatsoever.
6. **Access and inspection by the Council**

6.1 The Council **reserves** the right to open and enter any Facility at any time upon 24 hours prior notice being given to the Licensee, or without notice if it suspects that any conditions of this Licence are being breached. Any refusal by the Licensee to allow inspection of the Facility to take place will result in the immediate termination of this Licence without notice.

6.2 The Council **will not** be liable for any loss or damage incurred as a result of the Council's re-entry. The Council will not be responsible for any temporary restrictions of access to the Facility and its contents.

7. **Transfer to surviving Licensee**

Upon **the death** of a Licensee this Licence shall automatically vest in the surviving Licensee(s) named above (if any).

8. **Terminating this Licence**

8.1 If **either the** Council or the Licensee wishes to terminate this Licence it must give one week's written notice to the other of such intention.

Notices to the Licensee will be sent to the address provided above or by email if an email address has been provided. Notices to the Council will be sent to Council's Neighbourhoods business support team (Landmark Place) , St Martin's Place, 51 Bath Road, Slough SL1 3UF or by email to: [garages@slough.gov.uk](mailto:garages@slough.gov.uk).

A standard licence termination form with guidance notes may be used and is available from the Council free of charge upon request. If there is more than one person stated as Licensee above a termination notice by any one of them will be accepted as being provided by all Licensees.

8.2 The **Council may** terminate this Licence:-

8.2.1 at any time upon one week's notice

8.2.2 Immediately with no notice should access to the Facility be refused in accordance with clause 6.2 above

8.2.3 Upon one week's notice in the event that the Licensee cancels its Direct Debit in accordance with clause 3.3

8.2.4 Immediately with no notice upon the death of the Licensee unless there is more than one person named as Licensee in which case the Licence vests in the remaining Licensee(s)

And for the avoidance of doubt no part of the Weekly Licence Fee shall be reimbursed to the Licensee

8.3 The Weekly Licence Fee **will continue** be charged until such time that all property, vehicles, goods, possessions and any additional security devices have been removed, keys returned, and the Facility is returned to the Council with vacant possession.

8.4 **If following** the termination of this Licence any property or goods of the Licensee remain in the Facility and the Licensee fails to remove the same within fourteen days after being requested in writing by the Council so to do the Council may as the agent of the Licensee (and the Council is hereby appointed by the Licensee to act as such) sell such property and will then hold the proceeds of sale (after deducting the costs and expenses of removal storage and sale reasonably and properly incurred by it) to the order of the Licensee PROVIDED THAT the Licensee will indemnify the Council against any liability incurred by the

Council to any third party whose property has been sold by the Council in the bona fide mistaken belief (which will be presumed unless the contrary is proved) that such property belonged to the Licensee and was liable to be dealt with as such under this clause 8.4

- 8.5 **In addition** if the Licensee fails to comply with this to clause 8.4 above, the Council will change the locks at the Facility and recharge the sum of £100, which will be applied to the Licensee's account. The Licensee will also be recharged for any repair, cleaning or clearance works required to return the Facility to a lettable condition if necessary.

9. **General**

- 9.1 The Licensee uses the Facility as a licensee only and no relationship of landlord and tenant is created between the Council and the Licensee by this Licence.
- 9.2 A person who is not party to this Licence shall not have any rights by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 9.3 If there is more than one person included in the expression "Licensee" the covenants by them will be joint and several.
- 9.4 Where any act is prohibited the Licensee will not allow or suffer such act to be done.
- 9.5 The Licensee must inform the Council promptly following in respect of any change of address.

Confirmation of receipt of Terms and Conditions pages

Facility:	
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Signed:	
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