

This is a Garage Agreement between Lancaster City Council and

| Licensee's Full Names | 1 2 | |
|---------------------------|--------|--|
| Garage Address | | |
| Licence Date | | |
| Licensees' Home Address | | |
| Deat Cada | | |
| Post Code | | |
| Vehicle Registration Numb | ber | |

NOTE: You must notify us of any change in your home address or vehicle registration number.

Declaration

I agree to accept this garage on the terms and conditions set out in the garage Agreement

I understand that I am responsible for any breach of these conditions by myself, any member of my household or any visitor.

| Signed by | METHOD OF PAYMENT Manual Payment Direct Debit (of month) Monthly Standing Order () |
|--------------|---|
| Date | |
| Witnessed by | on behalf of the council |
| Date | |



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GARAGE AGREEMENT (the Agreement)

PLEASE READ THIS AGREEMENT CAREFULLY

YOUR RESPONSIBILITIES

- 1. The Agreement is weekly and runs from Monday, 12 noon to Monday, 12 noon.
- 2. Rent, taxes and other charges are due weekly in advance on the Monday of each week.
- 3. You must pay all existing and future taxes and other charges charged upon the garage or upon the owner or occupier in respect of the garage.
- 4. You must only use the premises for the garaging of private vehicles.
- 5. You must notify the council of any changes that relate to this Agreement. For example change of your address, a name change, or change of vehicle.
- 6. You must not to run the engines of vehicles whilst in the garage, except when entering or leaving the site.
- 7. You must not to permit or carry out any act which will cause nuisance or annoyance to neighbours or the council. For example panel beating, spray painting, and excessive revving of the vehicle's engine.
- 8. You must not use the garage, forecourt or the compound area in which the garage is situated for any trade, business, advertising, illegal or immoral purposes whatsoever.
- 9. You must not to store any petrol or any lubricating oil or other inflammable liquids or materials in or upon the garage other than in the tank of the motor vehicle itself.
- 10. You must take all reasonable precautions against the outbreak of fire.
- 11. You must not assign, sublet or share the garage or any part of it.
- 12. You must not use the garage for advertising either by you or anyone else, unless permission has been obtained in writing from the council.
- 13. You must keep the garage including the doors and other fixtures and fittings in a reasonable condition.
- 14. A garage door key will be provided at the commencement of the Agreement, and this key must be returned to the council on termination of the Agreement.



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- 15. You are responsible for the maintenance and replacement of padlocks or locks on the garage doors.
- 16. In the case of an integral door lock, the council may carry out the repair on a recharge basis to the tenant. In the event of a replacement door and integrated lock becoming necessary through vandalism or repair of the door itself, then the council will take responsibility for renewal of the lock.
- 17. You must keep all gullies, gutters, wastes and drains (if any) clean and take all necessary steps to prevent the dropping of oil onto the concrete floor.
- 18. You must not make any structural alterations to the garage without the prior consent of the council.
- 19. You are responsible for door locks, glass and any window catches, your own vehicles and personal possessions, together with any property stored in the garage, and claims form a third party. You should consider arranging insurance to cover these liabilities
- 20. You must report any problems with your garage to the council.
- 21. You must permit council employees or contractors working for them to enter the garage at all reasonable times to carry out the following, a) to view the state and condition of the garage, and to effect any repairs for which the council is liable, b) to carry out any repair to the neighbouring and adjoining garages and dwellings belonging to the Council.
- 22. If the garage is damaged by you, or anyone using it with your consent, the repair costs will be recharged to you. The council may also consider terminating your Agreement.
- 23. You must not commit any action or act of negligence likely to invalidate the council's insurances.
- 24. To terminate the Agreement you must give seven days' notice in writing, to terminate on the Monday. The garage should be cleared of any effects, and the keys returned to the council by the end of the Agreement.
- 25. At the cessation of this Agreement by notice or otherwise any items, including vehicles, that are left in the garage shall be deemed to be abandoned and the council may dispose of the said items as it thinks fit. Should the garage require clearing out of rubbish or effects, the Council reserves the right to recharge the outgoing tenant for this service.
- 26. If the garage tenant is an owner-occupier the garage shall not to be included in any advertisement to sell the property. The garage tenancy cannot be transferred to the new owner of the property. When the property is sold, vacant possession of the garage shall be returned to the council, unless the existing tenant of the garage still intends to use it in accordance with the Agreement conditions.



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27. Any notice (whether in proceedings or otherwise) may be served on the Lancaster City Council by sending or delivering it to: Chief Officer (Health and Housing Services), PO Box 4, Town Hall, Dalton Square, Lancaster, LA1 1QR.

THE COUNCIL

- 28. The council will keep the structure and exterior of the garage in rentable condition, except where the garage is severely damaged by fire, storm or collision. In this event the council will decide whether the garage should be repaired or whether they should be demolished and the site cleared.
- 29. The council can increase or decrease the rent, and other charges at any time but the council must give you not less than four weeks' written notice of the change.
- 30. The council can vary the terms of this Agreement at any time but the council must give you not less than four weeks' written notice of the change. Any variation to the terms of this Agreement will be notified to the Tenant in writing.
- 31. The council can end this Agreement by issuing a twenty eight day legal Notice to Quit. After the expiry of the Notice the council can regain possession of the garage.



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Health and Housing Services

Postal address: PO Box 4, Town Hall, Dalton Square, LANCASTER, LA1 1QR

> Office: Town Hall, LANCASTER, LA1 1PJ

Telephone: 01524 582929

Email: councilhousing@lancaster.gov.uk

> Web site: www.lancaster.gov.uk

Our office hours are 9.00 am to 5.00 pm weekdays (10.00 am to 5.00 pm Wednesdays)

If there is an emergency out of office hours the number to call is 01524 67099

Calls may be recorded to help improve our standard of service and accuracy of information



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NATIONAL FRAUD INITIATIVE

Lancaster City Council has a legal duty to protect the public money it administers. As part of this duty the Council is taking part in the National Fraud Initiative, a nationwide drive to reduce the amount of public money lost each year due to fraud.

As a result information you provide on this form may be shared with other bodies responsible for auditing or administering public funds.

For further information, see the council's website or contact Customer Services on 01524 582000 or email:nfi@lancaster.gov.uk