

Harrow Garages

Conditions of licence

Effective from 2 March 2015

A Period of licence

- 1 This is a weekly licence running from Monday to Sunday. Licences will always start on a Monday.
- 2 Four weeks' rent in advance is payable before the start of the licence.

B Rent

- 1 The rent is payable in advance on a monthly basis by direct debit (apart from as stated in B2).
- 2 Council tenants may pay garage rent with their dwelling rent. Any payment made by a tenant to a garage rent account will automatically transfer to a dwelling account that is in rent arrears.
- 3 Rent includes any VAT payable, service charge or other applicable charges. The amount of rent charged may be altered by giving four weeks' written notice to the licensee.
- 4 Failure to pay the rent or the accrual of garage rent arrears will result in the Council terminating the licence and requiring the licensee to remove all possessions from the garage.

C Fees and Recharges

- 1 The licensee is responsible for any damage caused deliberately or negligently to the garage and/or the compound area and may be recharged for the cost of repairing such damage.
- 2 Where a barrier of any type operated by a key is in operation at the entrance to the garage compound, a replacement barrier key will only be provided at a charge of £100.
- 3 Harrow Council will only replace locks to garage doors where the lock is faulty. The licensee is responsible for lock changes in all other circumstances.

D Repairs

- 1 The licensee shall keep the garage, including any doors, windows, gutters, fixtures and the adjacent hard surfacing in the garage compound area in reasonable repair and in a clean condition.
- 2 The licensee shall notify the Council Repairs team (Access Harrow) immediately of any defect or repair requirement in the garage or compound area, including drains or other services.
- 3 Harrow Council will keep the structure and exterior of the garage and the compound area in reasonable repair.

E Use of garage

- 1 All licensees must provide proof of identity and a V5C document (log book) confirming vehicle ownership prior to the granting of the garage licence.

- 2 With prior written notice of at least 48 hours (excluding emergencies) the licensee must allow Council employees, our agents and contractors access to enter the garage at all reasonable times of the day to inspect for repairs, condition and usage and to carry out any necessary work resulting from such an inspection.
- 3 The licensee shall keep the garage door closed and locked at all times when the garage is not in use.
- 4 The licensee shall keep any garage compound entrance gates or barriers locked at all times following entry and exit. The licensee shall not allow any other person to enter the garage compound.
- 5 The licensee shall not use the garage for any purpose other than the parking of a private motor vehicle or pedal cycle except where the Council has given prior consent in writing for the garage to be used for the storage of domestic goods. This will be subject to the licensee obtaining any necessary planning permission and will be at the licensee's cost.
- 6 The Council will, only in exceptional circumstances, give permission for a garage to be used for commercial storage purposes. This will be subject to the licensee obtaining planning permission to allow for commercial storage at the licensee's cost. Commercial storage may only be undertaken with the Council's prior consent in writing.
- 7 The Council will not permit the use of any garage or compound area for the running of any trade, business or commercial activity, including the repair of any motor vehicle or engine, apart from routine maintenance of the vehicle registered to the garage.
- 8 The licensee shall not store any
 - flammable, explosive, dangerous or noxious materials, including but not limited to petrol, gas bottles, solvents, paints or paraffin, in the garage or compound area;
 - items that may be reasonably considered to be or likely to become a danger to the premises or other occupiers of the premises or neighbouring or adjoining premises;
 - perishable items;
 - illegal or suspected illegal items, for example, stolen goods;
 - items likely to adversely affect any insurance held by Harrow Council
- 9 The licensee shall not assign, sub-let or part with possession of the garage.
- 10 The licensee shall not commit any action or act that is likely to invalidate the Council's insurance.
- 11 The licensee shall not deposit or dispose of any rubbish or fly-tipping in the garage and/or compound area or allow this to take place.
- 12 The licensee shall not use the garage or the compound area for any form of advertisement.
- 13 The licensee is strongly advised to take out an insurance policy or make sure that any existing insurance policy provides sufficient cover for the garage use. Harrow Council will not be liable for any loss or damage to belongings in the garage or the garage compound.
- 14 The licensee will have properly given notice to the Council by delivering or posting to
Divisional Director of Housing Services
Harrow Council, PO Box 65
Harrow HA1 2XG

F Harrow Council's rights and responsibilities

- 1 Harrow Council and its agents reserve the right to enter, inspect and photograph the contents of the garage at all reasonable times. Harrow Council has the right to request that the licensee remove from the garage and dispose of any vehicle, article or materials which it considers to be in breach of the conditions following such an inspection.
- 2 Harrow Council will remove any vehicle from a garage where it is suspected that the vehicle is abandoned. Three written attempts will be made to contact the licensee.
- 3 Harrow Council may vary the rent, including any service charge and other charges by giving four weeks' written notice.
- 4 Harrow Council may vary the terms of this licence by giving four weeks' written notice.
- 5 Harrow Council will give the licensee access to the garage from the public highway across any forecourt area.
- 6 Service of any notice by Harrow Council will be deemed to have been properly served if it is
 - delivered personally to the licensee; or
 - fixed to the outside of the garage; or
 - posted to the licensee's last known address
- 7 Harrow Council will only replace locks to garage doors where the lock is faulty. The licensee is responsible for lock changes in all other circumstances.

G Termination

- 1 The licence may be terminated by seven days' written notice given by either party to expire on a Sunday. The licensee will remain responsible for paying the rent until the keys are returned or the Council carries out a lock change to terminate the licence.
- 2 The licensee shall return the garage in a reasonable condition to the satisfaction of the Council.
- 3 Harrow Council is not responsible for any items left in the garage at the end of the licence. All items will be disposed of and any associated costs or charges will be recharged to the licensee.