Garage Licence Terms

Garage Licence Agreement

This Licence is granted subject to the following Terms and Conditions, which are accepted by the Licensee upon signing above:

1. Licence Duration

- This Licence is granted on a **weekly basis**.
- This Licence creates no relationship of landlord and tenant between the Council or the Licensee.
- The Council retains control, possession and management of the garage and the Licensee has no right to exclude the Council from the garage.

2. Identification and Proof of Address

- Licensees must provide valid identification and proof of address.
- Acceptable forms of identification include a passport or driving licence.
- Acceptable proof of address includes a driving licence or a recent utility bill

3. Council Ending the Licence

- Council may **terminate the licence** by giving **7 days' written notice**.
- Notice will be sent to the **licensee's last known address**.
- Council may then **re-enter the garage**.

4. Licensee Ending the Licence

- Licensee may **terminate the licence** by giving **7 days' written notice** to the Milton Keynes City Council.

5. Consequences of termination:

- If you wish to terminate your garage licence, and have given written Notice, the garage keys should be returned in person to Milton Keynes Council office where you will be issued with a receipt on request. Please do not post keys through the letterbox.

- When giving up tenancy on a garage please make sure that all contents and racking are removed from the garage as you could be charged for the clearance.

- The Licensee agrees that for the purposes of any notice under section 41 of the Local Government (Miscellaneous Provisions) Act 1982, their proper address for service of that notice is the address included in Section 2 of this Licence Agreement, or such other address as the Licensee shall inform the Council.

- The Licensee agrees and understands that upon the expiry of a notice under section 41 of the Local Government (Miscellaneous Provisions) Act 1982, any property which remains in the garage will vest in the Council, and that the Council can sell or dispose of such property and retain the proceeds.

6. Relocation to alternative garage

- The Council is entitled, at any time, on giving 7 days' notice in writing, to require the Licensee to move to an alternative garage, and the Licensee shall comply with any such requirement.

7. Rent Payment

- **Rent is payable in advance** and is **due each Monday**.
- **No arrears will be permitted** under any circumstances.
- Council tenants are exempt from paying VAT on garage licences.
- Resident Council tenants holding a licence for one garage are not required to pay VAT. However, VAT will apply to any additional garage licences issued.
- Non-resident tenants of Council dwellings will incur VAT on the weekly licence fee.
- If you are a resident tenant of a Council dwelling and are the licensee of up to one garage, VAT is not payable, however VAT is payable on any further garage licences granted.

8. Rent Increases and Other Charges

- The Council shall provide **a minimum of one week's written notice** of any **increase in rent**.
- The Licensee shall pay the **revised rent amount** from the effective date of the increase.
- **Other applicable fees or charges** may be varied from time to time, with **written notification** provided by the Council.

9. Council's Repair Obligations

- The Council shall maintain and keep in repair the **structure and exterior** of the garage.
- Should the Council determine that repairs are **uneconomical (such decision being in the absolute discretion of the Council)**, it reserves the right to terminate the Licence Agreement and shall have no liability to the Licensee for any loss, damage, costs or expenses arising out of this decision.
- Due to the age of construction, asbestos and damp are commonly present within the garages.

Asbestos

Due to the age and original construction of the garage units, asbestos-containing materials are likely to be present. If asbestos is disturbed or suspected to be disturbed within the premises, the Licensee shall immediately notify the Council.

Upon such notification, the Council shall take all necessary steps to secure the premises, including taking possession of the garage. All items stored within the affected area shall be deemed contaminated and will be disposed of in accordance with applicable health, safety, and environmental legislation. The Council shall not be liable for any loss or damage to the Licensee's property resulting from such disposal. **Licensees are strongly advised to obtain appropriate insurance coverage for any items stored on the premises.**

The licence does not automatically confer access to any replacement garage. Allocation of a replacement garage is subject to availability and location. Where a replacement garage is available and approved, a separate licence agreement will be required.

Damp and Mould

The Licensee acknowledges that certain garages may lack insulation and are therefore susceptible to dampness, condensation, and related environmental factors. Accordingly, the Licensee is strongly advised to exercise due care when storing household goods, valuables, or vehicles within the premises.

The Council accepts no responsibility and shall not be held liable for any loss, damage, deterioration, or corrosion of items stored in the garage arising from damp, mould, condensation, or other environmental conditions.

The Licensee shall promptly notify the Council in writing should excessively damp within the garage become a matter of concern. If, upon assessment, the Council determines that remedial measures are impracticable or unlikely to be effective, it reserves the right to repossess the garage and terminate the licence in accordance with the termination provisions set out in this agreement.

The licence does not automatically confer access to any replacement garage. Allocation of a replacement garage is subject to availability and location. Where a replacement garage is available and approved, a separate licence agreement will be required.

10. Prohibited Actions by the Licensee

The Licensee **must not**, under any circumstances, do any of the following without the **prior written consent of the Council**:

a) Licence and Alterations

- **Transfer, assign, or sublet** the garage licence to another person.
- **Make any additions, alterations, or carry out works** on the garage.

b) Hazardous Materials

- **Store flammable, volatile, or hazardous substances**, including petrol, **except** for fuel contained in the tank of a motor vehicle **with a secure fuel cap compliant with B.S.I. standards**.
- **Store gas cylinders**, whether **full or empty**.
- **Store corrosive substances**, except for **vehicle battery acid**.
- **Store any other material or substance** deemed by the Council to be **hazardous, disruptive, or inappropriate**.

c) Misuse and Nuisance

- **Use the garage** in any way that **disturbs neighbours**, causes **nuisance or offence**, or interferes with the **quiet enjoyment of nearby premises**.
- **Use the garage for commercial or business purposes**, including as a **shop, workshop**, or for the **sale, hire, or exchange of goods or services**.
- **Keep any living creature** in the garage.
- **Display signs, posters, advertisements**, or otherwise **change the appearance** of the garage or any adjacent wall.

11. Licensee Responsibilities

The licensee **must comply** with the following duties:

a) **Repair Damage** Fix any damage caused by the licensee, including damage to the **structure or exterior** of the garage.

b) Ensure keys in their secure custody. If any keys are lost or stolen, the Licensee must promptly notify the Council, the local police authority, and their insurance provider.

- The Licensee shall be responsible for the cost of replacing the associated locks. The Council may carry out the replacement and charge the Licensee for the full cost of the works, including a reasonable administrative fee. Alternatively, the Licensee may, with the Council's prior written approval, arrange for the locks to be replaced at their own expense. The Licensee must provide the Council with a copy of the key for any such lock.

c) **Cleanliness** Keep the garage **swept and tidy**, including cleaning windows and maintaining a generally clean condition.

d) **Permitted Use:** Use is **entirely at the licensee's own risk** and only for

- Parking a vehicle
- Storing personal household items

e) **Safety & Regulations** Take **reasonable precautions** to prevent fire, flooding, or other damage. Comply with any **additional Council regulations** issued from time to time.

f) **End of Licence** At the end of the licence, the garage must be returned in **good condition**, with all property and rubbish removed. "*If items or rubbish are left behind, the Council may clear and repair the garage and **charge the licensee the full cost**.*"

g) **Care & Costs** Take proper care of the garage. The licensee must **pay for repairs or replacements** due to neglect or carelessness, even if the Council would normally be responsible. "*This includes the **loss of keys**, regardless of the reason.*"

h) **Common Areas** Treat shared areas (e.g. **grass verges**) with care and keep them **free from obstruction**. "*Failure to do so may result in the licensee being **charged for repairs** to common areas.*"

i) **Reporting Defects** Inform the Council **promptly** of any defects in the garage or shared areas.

j) **Return of Keys** All keys must be **returned to the Council** when the licence ends.

k) **Change of Address** Notify the Council of **any change of address**.

12. Responsibility for Others Using the Garage

- Access to and use of the garage is strictly limited to the Licensee and members of the Licensee's household who reside at the same residential address. No other individuals is permitted to use or access the garage under this licence.
- **Licensee is responsible** for anyone they allow to use the garage.
- Must ensure those individuals **follow all licence terms**.
- Must **cover the Council** against any claims for **damage or nuisance** caused by those individuals.
- Must **pay for any repairs** needed due to their actions.

13. Property Stored at Licensee's Risk

- **Council is not liable** for any **loss or damage** to items stored in the garage.
- Licensee must **arrange their own insurance** for garage contents.
- All items are stored **entirely at the licensee's own risk**.
- Licensee must **indemnify the Council** against any claims related to stored items.

14. Indemnity for Use of Garage

- Licensee must **indemnify the Council and its staff** against **any claims, costs, or legal actions** arising from use of the garage.

15. Council's Right of Entry

- Council always retains the right to **enter the garage** to:
    - Carry out **repairs or maintenance.**
    - **Inspect its condition.**
- The Council is entitled to enter the garage without the provision of any notice to the Licensee. However, the Council will nonetheless endeavour, without obligation and in its absolute discretion, to give **at least 24 hours' notice** unless there's an **emergency** (e.g. risk of injury or property damage).
- Licensee must not take any steps to impede the access ofthe Council or its authorised agents.
- Council will complete **necessary repairs within a reasonable time**, prioritising **urgent issues**.

16. Agreement Binding Upon taking up occupation

- Once the licensee **begins to occupy the garage under this licence**, both parties are **bound by this licence**, even if it hasn't been signed.

17. Joint Licences Prohibited

If the Council determines that the Licensee has allowed another party to occupy the garage without the Council's approval, this Licence will terminate automatically and the Council will initiate proceedings to reclaim possession of the garage and will be entitled to recover any costs incurred by the Council from the Licensee, and the Licensee will pay those costs.

- The Council does not permit joint licences. Where it is determined that occupation of garage has been assigned, transferred, or otherwise passed to another individual without the Council's prior written consent, the Council will commence action to recover possession of the garage.
- The Council does not ordinarily permit the occupants of a household to be granted licences of more than two garages. Without in any way fettering the absolute discretion of the Council to terminate this Licence Agreement at any time, for any reason, or for no reason at all, if the Council determines that the Licensee's household has been granted licences for more than two garages, it may determine this or those other licences.