

# Dover District Council Garage Licence Agreement

## Terms and Conditions



### 1 - The Licence Fee

- 1) Your licence fee is due each Monday and you must pay all fees monthly in advance by Direct Debit
- 2) You must not withhold your licence fee for any reason
- 3) If you have difficulty paying your fees, you or someone acting on your behalf must contact Dover District Council immediately
- 4) If you have a tenancy with Dover District Council as well as this garage, paying your rent on your home is the priority. If you owe arrears of rent on your home, we reserve the right to credit any garage licence fee payments you make to us to your property rent account instead of your garage account. If this puts your garage account into arrears, this will breach your licence agreement and may result in you being given notice to quit your garage
- 5) If we need to change the locks of your garage to repossess the garage we will recharge the cost of this to you
- 6) Dover District Council may vary the amount of licence fee you have to pay and you will be given a minimum of 14 days' notice in writing of any variation. This notice will also tell you about your right to end your licence agreement if you do not accept the new fee level

### 2 - Dover District Council Responsibilities

- 1) The garage is intended for the storage of motor vehicles and we carry out repairs and maintenance necessary to keep it sufficiently wind and watertight for that purpose
- 2) Dover District Council shall not be held responsible for any loss or damage to any property stored in the garage
- 3) Dover District Council will keep the structure and exterior of the garage in good repair, but you must tell us when repairs are required. Particular items inside include, but are not limited to: The roof, gutter and rainwater pipes; external walls & garage doors
- 4) Where a necessary repair is not cost effective, we reserve the right to terminate this licence. We will aim to offer you a replacement garage before terminating the licence
- 5) Repairs should be reported to Mears on 0800 0234 320

### 3 - Your Responsibilities

- 1) You must pay your licence fees regularly and in advance
- 2) You must report as soon as reasonably practical any repairs required to your garage
- 3) You must keep your garage in a clean condition at all times
- 4) You or anyone visiting or using the garage with you must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for emergency vehicles or any other people using the garage area
- 5) You must ensure that any activities carried out in the garage or its vicinity does not cause a nuisance to other garage licence holders and / or tenants or residents living in the locality
- 6) You or anyone visiting or using the garage area with you must not use the forecourt of the garage to store, load or unload scrap metal or strip down or repair any vehicle
- 7) You must not sublet the garage to anyone else or use the garage for any purpose of trade or business
- 8) You must not make any alterations or additions to the garage or fix any notice or business notice to it
- 9) You must not store in your garage more than two gallons of petrol (other than that in the petrol tank of a vehicle). Any containers must be clearly marked petroleum spirit and they must be of the kind suitable for

the storage of such spirit. You must not keep any other highly inflammable or explosive liquid gas or any other hazardous material or substances in the garage

- 10) You must advise Dover District Council of any change of contact address
- 11) You must remove all belongings from the garage and find suitable alternative storage if we need the garage to be empty in order for repair or improvement works to be carried out. No licence fee will be payable whilst such works are undertaken
- 12) You are responsible for taking out your own insurance for the contents of the garage
- 13) You must allow Dover District Council employees and their contractors to enter the garage at all reasonable times on request for the purposes of inspecting or carrying out any works which the council think are necessary. You will be given at least 24 hours' notice in writing except in an emergency

#### **4 - Rechargeable Costs**

You are responsible for:

- 1) The cost of repairing any damage to your garage caused by you or anyone visiting or using the garage with you
- 2) The cost of repair or replacement of any property stored in the garage that is damaged or destroyed
- 3) Any costs incurred by Dover District Council as a result of you breaking any of the terms of his licence agreement
- 4) Any costs incurred as a result of lost or damaged keys, such as lock changes

#### **5 - Ending Your Licence Agreement**

- 1) You must give Dover District Council 1 week notice in writing starting on a Monday to end your licence agreement
- 2) Notice to end your agreement must be served on Dover District Council at the following address *Dover District Council, White Cliffs Business Park, Dover, Kent, CT16 3PJ*
- 3) Dover District Council reserves the right to give you 1 week notice in writing to end your licence agreement if the garage is required back for a change of use, if you owe arrears of rent on your council home, you breach any of the terms of this agreement or any other reason
- 4) Notice will be served by second class post to the address you have given as your contact address
- 5) The licence will continue until terminated by Dover District Council or the licence holder. Either party must give 1 week written notice. Licence fees must be paid up to the date of 12:00PM (noon) on the date that the licence is to end
- 6) You must remove all goods and, personal possessions from the garage by the date of termination
- 7) The keys should be returned to Dover District Council and you should ask for a receipt when returning the keys
- 8) You must leave the garage in a clean and tidy condition clear of all your belongings and waste
- 9) Dover District Council reserves the right to dispose of any property which remains in the garage after he licence is terminated. Any costs so arising will be recharged to the former licence holder
- 10) Any property left in the garage at the date of the tenancy terminating may be removed by Dover District Council and may either be sold or disposed of in any manner the council see fit
- 11) The licence holder may be liable to reimburse the council with the cost of the removal, sale or disposal and in any case under this condition, where the property is sold by the council, the council may apply the proceeds of sale towards these costs. Any surplus proceeds of sale over and over the amounts required to reimburse the council under this condition may be applied by the council in or towards satisfaction of any debt outstanding to the council from the tenant

#### **6 - What Happens if My Account Falls Into Arrears**

If your account falls into arrears, the following steps will be taken:

- 1) Only one arrears reminder letter will be issued

- 2) If the account is not brought up to date immediately then a Notice to Quit will be issued giving you 7 days to clear the garage and return the keys to us. You will be liable to charges if the garage keys are not returned and the council has to repossess the garage and change the locks
- 3) If the account is brought up to date and then subsequently goes into arrears again, within a 12 month period, no further reminders will be issued
- 4) For garage tenants that continuously go into arrears we will serve notice and end their garage tenancy
- 5) You will not be allowed to have another garage tenancy in the future if your garage has been repossessed for non-payment of rent or for continuous failures to pay the rent as due
- 6) If you are a tenant of the council for both a garage and your home and your rent is not kept up to date against your home, in your own interest, the council will issue a Notice to Quit against the garage tenancy so that you can concentrate on keeping the rent on your home paid and up to date.
- 7) To avoid the above action being taken and to ensure payment is made, you will be made to pay by Direct Debit