



GARAGE LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made on theday of 20xx between Golding Homes of Whatman House, St Leonards Road, Allington, Maidstone, ME16 0LS and

.....("the Licensee") of.....

WHEREBY IT IS AGREED AS FOLLOWS:

Golding Homes hereby gives authority for the Licensee to use, effective from Monday, the.....day of..... the garage located at

..... (the Garage) on the conditions of this Licence Agreement set out below.

1. Licence Fee

- i. The weekly Licence fee is £.....
- ii. At the commencement of this Licence Agreement, four weeks payment of the Licence fee must be paid by the Licensee to Golding Homes.
- iii. All Licence fees are payable in advance by a 4-weekly Direct Debit
- iv. Licence fees must not be withheld for any reason.
- v. If it is necessary to change the locks of the garage in order to repossess the garage, Golding Homes will recharge the cost of this to the Licensee.
- vi. Golding Homes may vary the amount of the Licence fee payable by the Licensee; giving a minimum of 14 days' notice in writing of any variation.
- vii. This notice will also inform the Licensee about the right to end this Licence Agreement if the Licensee does not accept the new Licence fee level.

2. Deposit

- i. A deposit of £75.00 is payable immediately prior to the grant of this Licence Agreement and will be held until the end of the Licence Agreement.
- ii. The deposit will only be reimbursed to the Licensee if no rent arrears, repairs costs or recharges have been incurred.

3. Conditions and Limitations of use

- i. The Licensee agrees not to use the garage other than for the parking of a single private motor vehicle or storage of goods. If the Licensee uses the garage for storage, the Licensee must comply with the restrictions contained in this Licence Agreement, all relevant health and safety regulations and applicable planning control.
- ii. Golding Homes may withdraw its consent for storage at its discretion by written notice to the Licensee.
- iii. The Licensee agrees not to use the Garage for any trade or business. Failure to disclose business use will be in breach of this Licence Agreement and Golding Homes will terminate this Licence Agreement.
- iv. The Licensee agrees not to use the garage for any illegal or immoral purposes and will not do or permit to be done, any act or thing which may cause nuisance, annoyance or inconvenience to other Licensees, or the occupiers of any part of the building of which the said garage forms part of, or to the occupiers of neighbouring garages or buildings.
- v. The Licensee agrees not to undertake repairs, other than those required for routine maintenance or servicing of a private motor vehicle or motor cycle nor use re-spraying equipment. The Licensee shall not fix or use any gas engine or other power driving machinery in the garage.
- vi. The Licensee agrees not to keep, whether permanently or temporarily, any petrol, diesel, benzol, or other motor spirit (except that which may be contained in the tanks of the private motor car/motor cycle) or any other explosive, inflammatory oils, or substances in the garage. Further, the Licensee agrees not to keep, permanently or temporarily, any empty containers for substances mentioned above, in the garage.
- vii. The Licensee agrees not to store any food or drink in the garage.

- viii. The Licensee agrees not to make any alterations or additions to the garage save that the Licensee may affix a security lock to the garage door at the Licensee's expense. Such lock to be removed by the Licensee at the expiry or termination of this Licence Agreement without causing damage to the garage.
- ix. The Licensee agrees to keep the doors closed and locked at all times when the garage is not in use.
- x. The Licensee agrees to reimburse Golding Homes if any special cleansing (including removal of blockages in drains) is required to the garage due to the Licensee having allowed the same to become dirty or infested by vermin.
- xi. The Licensee agrees to reimburse Golding Homes for any damage caused to the garage as a result of removing a lock installed by the Licensee pursuant to clause 3 viii above.
- xii. The Licensee agrees not to use any lighting in the garage other than electric lighting.
- xiii. The Licensee agrees not to use the garage for any form of advertising whatsoever.
- xiv. This Licence Agreement is personal to the Licensee only and the Licensee may not permit any third party to make use of either the whole or any part of the garage for any purpose whatsoever.

4. Maintenance of the Garage

- i. The Licensee agrees to take care of the garage and its fixtures and fittings including the garage door and not make any alterations or additions to the garage.
- ii. The Licensee agrees to notify Golding Homes immediately of any defect or repair needed to the garage for which Golding Homes is responsible.
- iii. The Licensee agrees to be responsible for:
 - The cost of repairing any damage to the garage caused by the Licensee or anyone visiting or using the garage with the Licensee

- The cost of repair or replacement of any property stored in the garage that is damaged or destroyed
 - Any costs incurred by Golding Homes as a result of the Licensee breaking any of the terms of this Licence Agreement
 - Any costs incurred as a result of lost or damaged keys, such as lock changes.
- iv. The Licensee will indemnify Golding Homes for the cost of repairing or replacing the fixtures or fittings or damage to the garage, if such damage is considered by Golding Homes to have been caused deliberately, through neglect or carelessness on part of the Licensee.
 - v. The Licensee agrees to keep the garage including the doors, gutters, and fixtures and hard surfacing in the area in which the garage is situated in a good and clean condition.
 - vi. The Licensee agrees to permit Golding Homes its employees or agents upon reasonable notice (except in an emergency) to enter upon and inspect the state of repair, cleanliness and/or usage of the garage at all reasonable hours of the day and execute any repairs required to the garage and / or any adjoining garages.
 - iii. Golding Homes will keep the structure and exterior of the Garage in good repair including the roof, external walls and garage doors.
 - iv. Where a necessary repair is not cost effective, Golding Homes reserves the right to terminate this Licence Agreement giving four weeks notice.
 - v. Repairs should be reported to Golding Homes on 0300 777 2600.

5. Insurance

- i. The Licensee agrees not to commit any action or act of negligence likely to invalidate Golding Homes insurance.
- ii. Golding Homes insurance does not cover any damage or loss to a private motor vehicle or motor cycle or to any other vehicle or belongings of the Licensee and/or any other person or persons frequenting the garage at the invitation or otherwise of the Licensee.

6. Ending the licence agreement

- i. The Licensee must give Golding Homes a minimum of one weeks notice in writing starting on the Monday following receipt of a signed Notice to End Garage Tenancy to end this Licence Agreement.
- ii. Notice to end this Licence Agreement must be given to Golding Homes at the following address:

Golding Homes, Whatman House, St Leonards Road, Allington,
Maidstone ME16 0LS
- iii. Golding Homes reserves the right to give the Licensee one week notice in writing to end this Licence Agreement:
 - if the Garage is required back for a change of use; or
 - if the Licensee owes arrears of the Licence Fee or any other charges arising under this Licence Agreement; or
 - if The Licensee has breached any of the terms of this Licence Agreement; or
 - for any other reason
- iv. Notice will be served by post to the address of the Licensee as stated in this Licence Agreement.
- vii. On termination of this Licence Agreement, the Licensee must remove all goods and personal possessions from the Garage by the date of termination.
- viii. The Licensee agrees to leave the garage in a clean and tidy condition clear of all belongings and waste.
- viii. Golding Homes reserves the right to dispose of any property which remains in the garage after this Licence Agreement has been terminated. Any costs so arising will be recharged to the Licensee.
- ix. Any property left in the garage at the date of this Licence Agreement may be removed by Golding Homes and may either be sold or disposed of in any manner Golding Homes sees fit.

- x. The Licensee may be liable to reimburse Golding Homes with the cost of the removal, sale or disposal and in any case under this condition, where the property is sold, Golding Homes may apply the proceeds of sale towards these costs. Any surplus proceeds of sale over and above the amounts required to reimburse Golding Homes under this condition may be applied by Golding Homes in or towards settlement of any debt outstanding to Golding Homes from the Licensee.

- xi. The Licensee agrees to return the keys to the garage to Golding Homes by midday on the date of termination of the Licence Agreement to Whatman House, St Leonards Road, Allington, Maidstone, ME16 0LS.

I have read and understood the implications of signing this Licence Agreement.

I agree to and will abide by all the clauses of this Licence Agreement.

I acknowledge this Licence Agreement does not provide any long term security or tenancy rights.

I acknowledge receipt of.....key(s) for the garage which are returnable upon termination of this Licence Agreement.

Signed.....Date.....
(Licensee)

Signed.....Date.....
On behalf of Golding Homes