

**GARAGE LICENCE AGREEMENT**

**Between: West of Haven Limited, Suite 21, 2<sup>nd</sup> Floor, 4, Princes Street, Mayfair, London, W1B 2LE ("WOH")**

Tel: **07974 355 561** email: [info@westofhaven.com](mailto:info@westofhaven.com)

And

**X** ..... of ADDRESS, ("**theLicensee**") .....

Tel: ..... email: .....

Subject to the terms and conditions of this Licence Agreement which the Licensee agrees to observe and perform and in consideration of the payment by the Licensee to WOH of the Licence Fee in accordance with this Licence, WOH hereby grants to the Licensee a licence to use the garage situated at:

**Garage Address:** ADDRESS ("**the Property**") as a private garage.

**Terms and Conditions**

**1. Interpretation**

In this Agreement the following definitions and interpretation apply:

- 1.1 Where there are two or more persons included in the expression "the Licensee" the covenants detailed in this agreement which are expressed to be made by the Licensee shall be deemed to be made by such persons jointly and severally.
- 1.2 "Jointly and severally" means that when more than one person comprise the Licensee, they will each be responsible for complying with the Licensee's obligations both individually and together and WOH may seek to enforce these obligations and claim damages against any one or more of those individuals.
- 1.3 "Term" includes any extension or continuation of the Licence arising after the expiry of the original Term
- 1.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of the Agreement or these Terms and Conditions.
- 1.5 References to the singular include the plural and references to the masculine include the feminine gender

**2. Term**

- 2.1 The initial term of the licence shall be a period of six months from ..... to including ..... and thereafter shall continue on a month to month basis until such time as it is terminated:
  - (a) as provided for by the terms of this agreement; or
  - (b) by either party giving to the other not less than one months' prior written notice provided always that any such notice must expire on the last day of a calendar month.

**3. Licence Fee**

- 3.1 The Licensee shall pay to WOH a licence fee of £ ..... per month such sum to be paid by standing order quarterly in advance (£ ..... per quarter) whether demanded or not on 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July and 1<sup>st</sup> October throughout the term.
- 3.2 The Licence fee and any other amounts that may be due under this agreement shall be paid in full without any set-off, counterclaim or deduction.
- 3.3 If the Licensee fails to make any payment due to WOH by the due date for payment, then, without limiting WOH's remedies under clause 10, the Licensee shall pay interest on the overdue amount at the rate of 8% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.

**4. Deposit**

- 4.1 On the signing of this Agreement the Licensee shall pay to WOH the sum of £ ..... as a security deposit.
- 4.2 The Licensee agrees that the deposit will if so required by WOH be applied in whole or in part to cover any unpaid rates taxes or other outgoings imposed on the Property during the term for which the Licensee is responsible and for any costs incurred:
  - a) carrying out repairs to the Property necessitated by any intentional or negligent acts of the Licensee;
  - b) cleaning the Property and or disposing of any items abandoned or left at the Property by the Licensee;
  - c) replacing any locks that have been lost or damaged or for which all keys supplied have not been returned
- 4.3 Subject to the Licensees compliance with the terms of this agreement and any deductions made in accordance with clause 4.2 WOH will return the deposit, or any balance thereof, to the Licensee within 30 days of the termination date. If there is more than one Licensee payment to one of them shall be good

discharge for WOH and the person to whom the deposit is repaid will hold it on trust for the other parties known as the Licensee.

- 4.4 WOH will not pay and the Licensee shall not be entitled to interest on the deposit referred to in Clause 4.1 of this Agreement

## 5. West of Haven Limited's Obligations

WOH shall keep the structure and exterior of the Property in rentable repair and condition. If, provided such event has not been occasioned by any action or neglect on the part of the Licensee, the Property is damaged by fire, flood or collision or any natural disaster so that it is unfit for use as a garage the Licence Fee will be suspended until such time as the Property is fit for use.

## 6. Licensees Obligations during the Term

The Licensee shall:

- 6.1 Use the Property as a private garage only and shall not (nor allow others to) operate a business from or at the Property or use it for any improper, immoral or illegal purpose.
- 6.2 Take reasonable care of the Property keep its interior and all doors, windows, locks, water pipes and other fixtures and fittings in good condition
- 6.3 Not assign, underlet or part with possession of the Property or any part of it.
- 6.4 Not damage, harm, make any alteration, or addition to the Property or affix any sign or other object to it.
- 6.5 Not redecorate the Property or any part of it without first obtaining WOH's written approval.
- 6.6 Not keep any inflammable materials in the Property other than petrol in the tank of a vehicle nor store any waste, refuse or offensive goods provisions or materials on the Property that may cause a hazard, health risk or nuisance.
- 6.7 Not do or permit or suffer to be done in or upon the Property any act or anything which may be or become a nuisance to the owners and occupiers of neighbouring properties.
- 6.8 Not leave any unattended vehicle outside of the Property or, where applicable, obstruct any entrances or exits to the site where the Property is located
- 6.9 Inform WOH promptly of any needed maintenance or repairs and report any obvious defects before they deteriorate
- 6.10 Keep the Property doors and any windows closed and locked at all times when it is unattended.
- 6.11 Not alter change or install any locks on any doors or windows in or about the Property or have any additional keys made without WOH's prior written consent.
- 6.12 Pay to WOH within 14 days of receipt of a written demand any costs incurred by WOH in replacing any locks or supplying replacement keys damaged or lost by the Licensee
- 6.13 Pay all rates, taxes, assessments and outgoings imposed or charged on the Property during the Term
- 6.14 Inform WOH immediately of any change in address

## 7. Rights of Access and Notice of Repair

The Licensee must allow WOH, its agents or contactors access to the Property at all reasonable times during the term upon giving at least 24 hours' notice (except in the case of emergency) to inspect the condition of the Property and or carry out any necessary repairs. After each inspection WOH shall be entitled to serve upon the Licensee notice in writing specifying any repairs needing to be done and require the Licensee to execute them as soon as is practicable. If the Licensee fails to commence the repairs within a reasonable period of time after service of the notice WOH may enter the property and carry out the specified repairs. The Licensee shall reimburse WOH for any costs incurred in carrying out the specified repairs within 14 days of receipt of a written demand.

## 8. Insurance and Liability

The Property is a garage and is only intended to provide reasonable protection for a vehicle. It is not intended to be weathertight and may not be suitable for the storage of other possessions. Use of the Property is entirely at the Licensees own risk and WOH excludes as far as is permissible by law any liability for any damage caused or injury or loss suffered to any vehicle person or thing in the Licensee's exercise of its right to use the Property. The Licensee is solely responsible for ensuring that any items, possessions or personal belongings introduced into the Property are properly insured against loss or damage by fire, theft or flood and other appropriate risks.

## 9. Re- entry and Termination

- 9.1 If at any time during the term:
- a) the Licence fee or any part of it is unpaid for more than 14 days after it is due, whether formally demanded or not; or
  - b) there is a breach of any other of the Licensee's obligations under this agreement; or
  - c) a receiver is appointed over any of the property or assets of the Licensee or a bankruptcy order is made in respect of the Licensee or he makes any voluntary arrangements with his creditors; or
  - d) the Licensee, being a company, is made subject to a winding up order or makes any resolution for its

winding up other than for the sole purpose of a scheme for a solvent amalgamation or reconstruction; then without prejudice to any of WOH's other rights and remedies in respect of any outstanding obligations on the part of the Licensee WOH may re-enter the Property and this Agreement shall end with immediate effect.

9.2 Upon termination the Licensee shall:

- a) remove all of their possessions and any rubbish from the Property and leave it in a clean condition so that it is suitable for occupancy by a new licensee;
- b) make good any damage caused to the Property or any of its fixtures and fittings, reasonable wear and tear accepted;
- c) return to WOH all keys to the Property.

9.3 WOH shall be entitled to treat any items left and not claimed by the Licensee within 5 working days of the date of termination as abandoned and may remove and dispose of them as it sees fit.

9.4 The Licensee agrees to reimburse WOH on demand the full cost of any cleaning, clearance, disposal, repair or replacement of locks necessitated by the Licensee failing to leave the Property in accordance with its obligations.

**10. Notices**

Any notice to be served under this Agreement may be delivered by hand or may be sent by registered post, recorded delivery, or email to the address of the recipient shown on the front page of this Agreement or any other address the recipient may designate by notice given in accordance with this clause.

**11. General**

11.1 This Agreement and its Terms and Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

11.2 No person who is not a party to this Agreement has any right to enforce its terms and shall have no right under the Contracts (Rights of Third Parties) Act 1999.

11.3 If any provision of this Agreement or the terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

11.4 This Agreement and its terms and conditions will be construed in accordance with and governed by the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

**West of Haven Limited hereby agrees to allow the Licensee to use the Property in accordance with the terms conditions stated within this Agreement.**

SIGNED ..... Director West of Haven Ltd

Date:.....

**The Licensee confirms that he has read and understood this Garage Licence Agreement and agrees to its Terms and Conditions of use**

SIGNED.....

Print Name: .....(The Licensee)

Date:.....