



DACORUM BOROUGH COUNCIL
GARAGE CONDITIONS OF TENANCY

1. The tenancy is weekly and terminates at midnight on a Sunday. The tenancy can be terminated by either party giving to the other not less than seven clear days previous written notice to that effect.

PLEASE NOTE: Further rent will be charged on a weekly basis if all keys are not handed into The Forum in Hemel Hempstead or Berkhamsted Civic Centre by 12 noon on the first Monday following the termination date. If you fail to return the keys you may also be charged for the cost of replacing the locks to the garage. **You should obtain a receipt for the keys as this is the only acceptable evidence in the event of any dispute concerning the return of the keys.**

2. You are responsible for the payment of the rent, which is inclusive of water and sewerage charges. Garage tenants who rent their home from the Council may pay the rent together with their property rent. **Leaseholders, commercial tenants and others must pay the rent monthly in advance by Direct Debit.**
3. The tenancy shall begin on the date stated in the offer letter and rent is payable from that date.
4. You must advise the Council promptly of any repairs required to the structure, services or exterior of the garage. You shall permit the Council's authorised officers, workmen or agents to enter that garage at all reasonable times to inspect it and to carry out any work which may be necessary to the garage or to adjoining garages or council properties. Except in cases of emergency or when required by law to do so the Council will give you reasonable notice of any inspections.
5. You must not park or permit the parking of any vehicle on estate verges, grassed area or garage forecourt, or in any area that could cause an obstruction or potential danger to others.
6. You must make good any damage to the garage caused, or permitted, by you as soon as practicable. However the Council reserves the right to carry out any such necessary works themselves and to recharge the costs to you.
7. At the end of the tenancy you must deliver up the garage in good condition. When ending the garage tenancy you must give up possession of the garage in an empty and secure state. Any items left in the garage after the termination date are deemed to be no longer required and may be disposed of without further notice by the Council and you will be charged removal and disposal costs.
8. Garages are primarily for the keeping of one private car or motorcycle belonging to you or under your control and priority will be given to those who wish to rent garages for this purpose. However where vacant garages are available and there is low demand for their use for keeping of a vehicle garages may be let for the storage of personal possessions.
9. In the event that a garage let for storage of possessions is required for letting to a person who wants to use it for the keeping of a motor vehicle the garage tenant may be required to terminate his/her garage tenancy or to exchange for an alternative garage in an area of lower demand.

10. However all garage tenants should note that **all items in the garage are left entirely at your own risk and the Council accepts no liability for any loss or damage caused to any vehicle or items kept in the garage.** Garages are not guaranteed to be water or weatherproof or to be entirely secure. You are strongly advised to take out suitable insurance to provide cover for your goods and you may wish to provide additional security measures.
11. **You must not use the garage for any purpose which constitutes 'business' within the meaning of the Landlord and Tenant Act 1954, Part II.** You may not carry out any trade from the garage.
12. You must not run the engine of the car or motor cycle whilst it is in the garage except for the purpose of entering or leaving the garage and you will not do or permit anything which may cause nuisance or annoyance to any neighbouring tenants or residents.
13. You are not permitted to use or keep in the garage or upon the garage forecourt, or in the garage vicinity any petrol (other than that contained in your vehicle) any empty petrol can(s), any spirit, paraffin heater(s), gas heater(s) gas cylinder(s) or any other potentially hazardous items or substances. You must not keep more than 5 litres of lubricating oil stored in the garage. You must take all reasonable and proper precautions against fire occurring in the garage.
14. You must keep all gullies, gutters, waste and drains (if any) clean.
15. You must not sub-let or part with possession of the garage or any part thereof.
16. You must not make any additions or structural alterations to the garage.
17. The only permitted electrical installation is for lighting purposes, for which permission from the Council is needed in advance. Any such installation must be carried out at your expense by a qualified electrician. You are responsible for the maintenance of any such installation and for ensuring that it meets the requirements of all relevant Health & Safety and Electrical safety legislation, and is kept in good repair. You must ensure that no secondary electrical or any other cabling is run from the garage to another area. You must not use any form of light in the garage apart from that powered by electricity.
18. **THE GARAGE MUST NOT, UNDER ANY CIRCUMSTANCES, BE USED FOR RESIDENTIAL PURPOSES OR TO ACCOMMODATE ANY ANIMALS, BIRDS OR LIVESTOCK.**
19. You must not display or permit to be displayed on the garage any advertisement, notice bill or nameplate, except those placed there by Council Officers or workmen.