



BOROUGH OF HYNDBURN
HOME OF THE ACCRINGTON PALS

**PLANNING & TRANSPORTATION
SERVICES**

Scaitcliffe House
Ormerod Street
Accrington BB5 0PF

Garage Plot Tenancy Agreement

THIS AGREEMENT made on **[Insert Date]**

BETWEEN

**Hyndburn Borough Council of Scaitcliffe House, Ormerod Street, Accrington,
Lancashire BB5 0PF ('the Council');** and

The Tenant: **[Insert Tenants Name and Address]**
(Name & Address of
Tenant)

**Garage Plot
Address** **[Insert Garage Plot Address]**

1	<u>Term</u>	12 months from the date of the agreement and month by month thereafter.
2	<u>Rent</u>	£90.00 (plus VAT) per annum payable annually in advance on 1st April each year, (or where agreed monthly/quarterly in advance by Direct Debit), exclusive of all outgoings associated with the Tenant's occupation of the Garage Plot, which shall be borne by the Tenant. Tenancies taken part way through the year will be charged the relevant proportion for the remainder of the year.
3	<u>Refundable Deposit</u>	The Tenant agrees to pay a repayable deposit equivalent to the first annual rent. The deposit will be automatically repaid in full at the end of the tenancy agreement, less Costs incurred by the Council and rent owed.

4	<u>Rent Review</u>	The Rent shall be reviewed 3 years from the 1 st April 2016 and every 3 rd year thereafter.
5	<u>Councils Obligations</u>	The Council agrees to provide the Garage Plot for its Permitted Use subject to the terms and conditions of the tenancy agreement.
6	<u>Tenants Obligations</u>	The Tenant agrees to take on the Garage Plot in the advertised condition, keep and make good the Garage Plot for the purpose of the Permitted Use in accordance with the terms and conditions of the tenancy agreement.
7	<u>The Garage Plot</u>	<p>The Tenant is hereby demised all that land shown edged red on the Plan and is permitted the right of access to and from the Garage Plot.</p> <p>The Garage Plot generally extends to include 1 metre of land in all directions surrounding the perimeter of any building located on the garage plot, or to a reasonable distance from the building as directed by the Council, or to any natural boundary surrounding the garage plot regardless of the presence of a building.</p>
8	<u>Permitted Use</u>	The Tenant shall only use the Garage Plot for the purpose of storing a domestic vehicle (car, trailer, caravan or similar) or erecting, at the tenants cost, a standard domestic garage for the purpose of keeping a vehicle, and/or the storage of domestic equipment or household items. The Garage Plot must not be used for a business purpose. Metal shipping containers must not be placed on the Garage Plot.
9	<u>Repairs and Maintenance</u>	<p>The Tenant must keep the Garage Plot and any buildings erected on the Garage Plot in a good and substantial repair and condition.</p> <p>The tenant must keep under control any weeds, shrubs, trees and hedges on the Garage Plot, or within reasonable distance of the Garage Plot, which might otherwise affect, damage or cause harm to the Garage Plot or buildings located on the Garage Plot.</p> <p>In the event of the Council giving written notice, the Tenant shall duly undertake the repair or maintenance within one month of the date of the letter, or less in the case of a dangerous structure.</p>
10	<u>Alterations</u>	The Tenant shall make no alterations or additions to the Garage Plot without the Councils prior written consent (not to be unreasonably withheld) and shall supply the Council with scale drawings and written details of any such proposals.

11	<u>Waste and Hazardous Substances</u>	<p>The Tenant must not store any petrol, flammable liquids, or gas fuels, except that in the tank of a vehicle, or more than five gallons of lubricating oil on the Garage Plot.</p> <p>The tenant must not store or deposit, or allow to be stored or deposited by a third party, any waste material, waste or redundant equipment or the like, or waste or any matter that may be flammable, harmful or cause injury on the Garage Plot or in buildings on the Garage Plot.</p> <p>In the event of the Council giving written notice, the Tenant shall duly undertake the removal of the waste or hazardous substance within one month of the date of the letter, or less in the case of flammable or harmful or injurious material.</p>
12	<u>Nuisance</u>	The Tenant shall not cause a nuisance or annoyance to the Council or to neighbouring owners or occupiers.
13	<u>Alienation</u>	The Tenant shall not assign or sublet the whole or any part of the Garage Plot.
14	<u>Signs</u>	The Tenant shall not erect any signs, advertisements, bills, or nameplates on the Garage Plot or any other Council land.
15	<u>Access</u>	The Tenant shall permit the Council rights to enter the Garage Plot and buildings on the Garage Plot to inspect the condition thereof, and to carry out any works required in respect of adjoining land.
16	<u>Indemnity</u>	The Tenant shall indemnify the Council against all claims for loss, injury or damages arising from occupation of the Garage Plot.
17	<u>Insurance</u>	Tenants are advised to hold personal liability, theft and damage insurance, which is not provided by the Council.
18	<u>Termination</u>	This Tenancy may be terminated by either party with one month prior notice in writing. This Tenancy will terminate immediately upon breach of any of the conditions of this Tenancy by the Tenant.
19	<u>Town Planning</u>	The Tenant is responsible at their own cost for obtaining any planning or statutory consents required for any buildings it wishes to erect upon the Garage Plot prior to erecting a garage.

20	<u>Yielding Up Covenants</u>	Upon termination of this Tenancy, the Tenant shall remove any buildings, contents and/or material, and reinstate the Garage Plot to the satisfaction of the Council, if the Council so directs with one month's notice in writing.
21	<u>Costs</u>	The Tenant agrees to pay the full costs incurred by the Council for removing any building, contents or material of any description from the Garage Plot, or building located on the Garage Plot, where the Tenant has failed to comply with a Council notice in writing to remove any such item.
22	<u>Address</u>	The Tenant agrees to inform the Council in writing immediately of any change of address.
23	<u>Notice</u>	<p>Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Garage Officer and may be served on the Tenant either personally or by leaving it at the Tenants last known address or by registered letter or letter sent by the recorded delivery service addressed to the Tenant or by fixing the same in some conspicuous manner on the Garage Plot.</p> <p>Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a pre-paid post letter to the Councils Garage Officer, Hyndburn Borough Council, Scaitcliffe House, Ormerod Street, Accrington BB5 0PF.</p>

IN WITNESS whereof, the Garage Officer on behalf of the Council and the Tenant have hereunto set their hands the day and year first before written.

SIGNED by the said Garage Officer

Mr Ian Marfleet in the presence of:-

SIGNED by the Tenant

In the Presence of (Name of Witness):-

Signature of Witness:-

Address of Witness:

Occupation of Witness