



## **Garage Agreement**

### **SECTION 1 – GENERAL TERMS**

**It is agreed as follows:**

**1. Payments for your garage**

- 1.1 The weekly rent, service charges and other charges that apply at the start of your garage tenancy are set out on pages 1 and 2.
- 1.2 All payments are due in advance of Monday of each week including VAT (if applicable).

**2. Payment of arrears:**

If you fall into arrears on your garage and have not made an arrangement to clear these arrears, we may end your garage tenancy.

**3. Changes in rent**

We may increase the rent on the first Monday in April. We will write to tell you at least one calendar month before this happens. We will send you a rent increase notice setting out your new payments.

**4. Service of legal notices**

- 4.1 Our address for receiving legal notices and other communication about this Garage Agreement is on page 1 of this agreement.
- 4.2 Any legal notice, or any other communication related to your Garage Agreement, will be validly served on you if posted or delivered to, or left at your home or last known address.

**5. Altering this Garage Agreement**

We can change your rent as explained above.

We may be able to make other changes to this agreement if future changes in the law allow us to.

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## SECTION 2 – OUR OBLIGATIONS TO YOU

### We agree:

#### 6. Possession

To give you possession of your garage at the start of your tenancy.

#### 7. Tenant's right to garage

- To allow us to access your garage as allowed under this agreement: or
- We are entitled to possession of your garage at the end of your tenancy.

#### 8. Repairs of structure and exterior

To keep in good repair:

- The structure and exterior of your garage:
- Any shared areas: and

You must report to us promptly any repairs for which we are responsible in your garage or shared areas.

Our garages are maintained and lockable, however we cannot guarantee they are water tight.

## SECTION 3 – YOUR OBLIGATIONS

### You agree:

#### 9. Possession

9.1 Not to sublet your garage, or part with possession of your garage.

9.2 Not to assign (give or transfer) your tenancy to someone else or exchange your tenancy.

#### 10. Rent

To pay your rent and (if applicable) VAT each week in advance.

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11. **Use of your garage**
  - 11.1 Not to allow any business or trade to be carried out from your garage.
  - 11.2 To keep your garage and any communal areas in a clean and tidy condition and carry out necessary minor repairs.
  - 11.3 Not to make any improvements, alterations or additions to your garage.
12. **Nuisance** - Not to cause or allow members of your household or visitor to cause a nuisance or annoyance to others in the neighbourhood or to any of our tenants, agents, employees or contractors.
13. **Racial and other harassment** - Not to commit, or allow members of your household or visitors to commit, any harassment or threat or harassment, on any grounds including race, colour, religion, age, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to, others in the neighbourhood or to any of our tenants, employees, agents or contractors.
14. **Noise** - Not to play, or allow to be played, any radio, television, electronic equipment or musical instrument, or otherwise make a noise that causes a nuisance or annoyance to others in the neighbourhood or can be heard outside your garage.
15. **Domestic violence** - Not to threaten, abuse or commit any act of violence against any other person using your garage.
16. **Damage, fire prevention and fire safety** - To make good any damage to your garage or our fixtures and fittings or to the shared areas caused by you, a member of your household, or a visitor to your home. (This does not include fair wear and tear).
  - 16.1 To pay any reasonable costs we incur making repairs where you have failed to do so. If you do not pay, we will take action to recover the cost from you.
  - 16.2 Not to keep large quantities of anything in your garage, or in any shared area which is likely to catch fire or explode. You must not use paraffin or Calor gas heaters.
  - 16.3 Not to block any shared areas/accesses.
  - 16.4 To work with us and act responsibly to help minimise the risk of fire at your garage and shared areas.

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17. **Reporting disrepair** - To report to us promptly any repairs for which we are responsible in your garage or shared areas.
  - 17.1 If repairs are required to your garage, rent is still payable depending upon the extent of the repairs and the length of time the repairs are likely to take to be completed. If major repairs are deemed necessary following an inspection carried out on behalf of Red Kite Community Housing Limited, the keys to your garage should be handed in and arrangements will be made to temporarily suspend the garage tenancy, such that no rent is payable, from the Monday nearest to the date of inspection. After the completion of the repairs, the keys will be returned to you and rent will again be payable from Monday nearest to the date the keys are returned.
18. **Access** - To allow our employees or contractors into your garage at reasonable times and with reasonable notice to inspect its condition. (We will normally give at least 24 hours notice but this may not be possible in an emergency.)
19. **Parking and garages** - You shall not obstruct the common yard or the ingress or egress of any person having the right to use any other garage.
  - 19.1 You will take all reasonable and proper precautions against risk of fire occurring in the garage. No petrol, benzole or flammable materials, except that which may be contained in the tank of the motor vehicle, shall be kept in the garage. The only lighting that is permissible is lighting that has been installed on behalf of Red Kite Community Housing Limited and must not be altered without prior written permission from Red Kite Community Housing Limited. Tanks of vehicles must not be filled or emptied in the garage or the shared areas.
  - 19.2 Not to park a commercial vehicle, or a vehicle which is over 3,500kg, on the land or around your garage, in an un-adopted estate road, forecourts, or car parks owned by us without our written permission.
  - 19.3 You shall not use your garage in any way so as to cause any nuisance or annoyance to Red Kite Community Housing Limited, or to any of our tenants or other people residing in the vicinity of the garage. This condition shall specifically include vehicle repairs, grinding, spraying or any other works.

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## **SECTION 4 – YOUR RIGHTS**

### **You have the following rights:**

#### **20. Rights to usage**

20.1 You have the right to use your garage without interruption or interference from us during your tenancy (except for the obligations set out in this Tenancy Agreement to allow in our employees or contractors).

20.2 Your rights to use your garage is at risk if you do not:

- Keep the terms of this Garage agreement; or
- Respect the rights of other tenants and people in the neighbourhood.

#### **21. Right to information**

21.1 You have a right to information from us about:

- The terms of your tenancy;
- Our repair obligations; and
- Our policies and procedures.

21.2 Under the Data Protection Act 1988, you have the right to see the personal information we hold about your garage tenancy. We may make a small charge for providing you with this information, as allowed under the Act.

#### **22. Complaints**

If you are dissatisfied with the way we implement this Garage Agreement or provide our housing services you are entitled to use our complaints procedure.

#### **23. Ending this tenancy**

23.1 We can end this Garage Agreement by giving you one week's notice in writing from a Monday.

23.2 If you want to end this Garage Agreement you can do so by giving us at least one week's notice in writing from a Monday.

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24. **Moving out** - You must give us vacant possession and return the keys of your garage at the end of the tenancy (by no later than 12 noon on the final day). You must also remove all of your possessions and rubbish and leave your garage and our fixtures and fittings in good repair, ready for the next tenant (subject to fair wear and tear). We do not accept any responsibility for anything you leave in your garage at the end of the tenancy.
- 24.1 At the end of your tenancy you will be responsible for paying all reasonable removal and/or storage charges when items are left in your garage. You agree that we may dispose of anything you leave behind, and that you will pay the reasonable costs of disposal.
- 24.2 We can claim back from you all reasonable repair costs incurred as a result of damage to any part of your garage (not including fair wear and tear).
25. **Liability** - Red Kite Community Housing Limited does not accept any liability for any loss, or injury incurred or suffered by you or any other person, whilst in or about the garage, however the same may arise.
26. It is the licensee's responsibility to ensure that their garage or parking space is secure. This may involve adding a padlock (and installing a hasp and staple if none is present) in order to secure the garage Any locks which have been added must either be removed on termination, ensuring that the garage door is not damaged as a result, or the lock and keys surrendered
27. **Legalities**
- 27.1 If you fail to pay your rent on the day which it became due or if, in the opinion of Red Kite Community Housing Limited, you neglected to observe any of these conditions, misuse or improperly occupy any part of the garage, or shall create or cause any nuisance, discomfort or inconvenience to anyone, your tenancy will be subject to termination by Notice to Quit under Clause 3 hereof and Red Kite Community Housing Limited will not be liable for any claim by you for any damage arising there from.
- 27.2 The authorised entering into possession of the garage by you shall be conclusive evidence against you of your concurrence in and acceptance of all foregoing conditions and your agreement to be bound thereby.
- 27.3 The decision of Red Kite Community Housing Limited upon any matter of question arising out of these conditions shall be final and binding on you.

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