



HOUSING MANAGEMENT

*Garages*

*and Parking*

*Spaces*



## GARAGES AND PARKING SPACE SITES

# Introduction

**This document sets out the duties and responsibilities of people holding garage and parking space licences, as well as those of the City Council. You should read the Conditions of Use carefully before you apply. If you are still interested, ask for details and the forms at your local housing office.**

### ● Changes in the Conditions of Use

Before making any changes in the Conditions of Use the City Council will consult licensees and give full consideration to any comments received. The City Council will then give at least four weeks' notice of any changes before bringing them into effect.

### ● Breach of the Conditions of Use

Leicester City Council has the right to end the licence agreement by one week's notice in writing in the event of a breach of any of the Conditions referred to above.

# Conditions of Use - Garages

### ● Period of Licence and termination

The licence is weekly and runs from Monday noon to Monday noon. It may be ended by either the City Council or the licensee, by giving one week's written notice expiring on a Monday.

### ● Fees

Fees are due weekly in advance. The fees include charges for rates, VAT at the current rate, and of any service provided by the City Council.

4. The licensee must not assign the licence and must not, without the written consent of the Director of Housing, sublet or part with possession of the whole or any part of the parking space.
5. In the event that the parking space is not kept in a reasonably clean and tidy condition, the City Council may notify the licensee in writing that the work must be carried out within a period specified in the notice. If the licensee fails to comply with the notice, the City Council may, after a reasonable period, do the necessary work and charge the cost (including any administration costs that may be incurred) to the licensee.
6. In any case, where it is alleged that the Conditions of Use have been disregarded (by the licensee or any member of the licensee's household, lodger or any visitor), the City Council will try to discuss the matter with the licensee before attempting to recover possession of the parking space or taking any other action.
7. The licensee must not erect any structure on the parking site without the written consent of the Director of Housing. Consent will not be refused without good reason.
8. The parking of any vehicle must not restrict access to any other parking space(s).
9. The licensee is responsible for insuring any structure on the parking space and the contents thereof, and is strongly advised to do this and to make sure that adequate cover is obtained.
10. At the end of the licence the licensee shall give the City Council vacant possession of the parking space, remove all structures and contents and leave the parking space in a clean and tidy condition.

### ● Garage construction

All garages erected on parking sites must be constructed in a proper manner, of sound materials and should not exceed 16ft by 8ft.

## ● Repairs

The City Council will maintain the site and surface of the parking area in reasonable condition.

The licensee will be responsible for any repair or replacement of any item damaged due to any act or neglect on the part of the licensee, any member of the household, lodger or any visitor.

## ● Legal remedies

The licensee is not prevented by anything in these Conditions of Use from taking legal action for any failure on the part of the City Council to carry out any of its obligations in respect of the licence.

## ● Use of parking spaces

1. The parking space is let mainly for the purpose of parking a motor vehicle.
2. The licensee will not use the parking space for any business, trade, outwork or professional purpose without the prior consent of the Director of Housing, in writing.
3. The licensee must not store inflammable or potentially dangerous substances or materials on site, with the exception of fuel contained in the tanks of parked vehicles.



## ● Action on non-payment of fees

If the fee is not paid regularly the City Council will end the licence by notice. When the licence is ended the Council will change the locks and remove all items from the garage. The Council will charge the licensee for any costs incurred. Before ending the licence the City Council will look into the reasons for the fees not being paid.

## ● Occupation

The City Council will give the licensee possession of the garage at the start of the licence and will not interrupt or interfere with the licensee's peaceful occupation of the garage except where -

- a) access is required to inspect the condition of the garage or to carry out repairs or other work to the garage or adjoining garage(s), (advance notice will be given whenever possible) **or**
- b) the City Council is taking possession of the garage by ending the licence.

## ● Repairs

The City Council will keep the structure and exterior of the garage in good repair and maintain the site in a reasonable condition.

The licensee will be responsible for any repair or replacement of any item damaged due to any act or neglect on the part of the licensee, any member of the household, lodger or any visitor. The licensee will be held responsible for the cost of any necessary replacement locks or keys.

## ● Legal remedies

The licensee is not prevented by anything in these Conditions of Use from taking legal action for any failure on the part of the City Council to carry out any of its obligations in respect of the licence.

## ● Use of Garages

1. The garages are let mainly for the purpose of storage of a motor vehicle.
2. The licensee will not use the garage for any business, trade, outwork or professional purpose without the prior consent of the Director of Housing, in writing.
3. The licensee must not store inflammable or potentially dangerous substances or materials, with the exception of fuel contained in the tanks of garaged vehicles.
4. The licensee must not assign the licence and must not, without the written consent of the Director of Housing, sublet or part with possession of the whole or any part of the garage.
5. In the event that the garage is not kept in a reasonably clean and tidy condition, the City Council may notify the licensee in writing that the work must be carried out within a period specified in the notice. If the licensee fails to comply with the notice, the City Council may, after a reasonable period, enter the premises, do the necessary work and charge the cost (including any administration costs that may be incurred) to the licensee.
6. In any case, where it is alleged that the Conditions of Use have been disregarded (by the licensee or any member of the licensee's household, lodger or any visitor), the City Council will try to discuss the matter with the licensee before attempting to recover possession of the garage or taking any other action.
7. The licensee must not make any structural alterations or additions to the garage, or carry out any external decoration without the written consent of the Director of Housing. Consent will not be refused without good reason.
8. The parking of any vehicle must not restrict access to any other garage(s).
9. The licensee is responsible for insuring the contents of the garage and is strongly advised to do this and make sure that adequate cover is obtained.

10. At the end of the licence the licensee shall give the City Council vacant possession of the garage, remove all contents and leave the garage in a clean and tidy condition.

# Conditions of Use - Parking Space Sites

## ● Period of licence and termination

The licence is weekly and runs from Monday noon to Monday noon. It may be ended by either the City Council or the licensee, by giving one week's written notice expiring on a Monday.

## ● Fees

Fees are due weekly in advance. The fees include charges for rates, VAT at the current rate, and of any service provided by the City Council.

## ● Action on non-payment of fees

If the fee is not paid regularly the City Council will end the licence by notice. When the licence is ended the Council will remove all items from the parking space. Before ending the licence the City Council will look into the reasons for the fees not being paid.

## ● Occupation

The City Council will give the licensee possession of the parking space at the start of the licence and will not interrupt or interfere with the licensee's peaceful occupation of the parking space except where-

- a) access is required to inspect the condition of the parking space or to carry out repairs or other work to the parking site or adjoining parking space(s), (advance notice will be given whenever possible) **or**
- b) the City Council is taking possession of the parking space by ending the licence.