

This document contains your obligations to Ashford Borough Council. When you become our tenant of the garage named at the end of this Agreement. It also contains our obligations to you. In this document we refer to Ashford Borough Council as “the Council”, “we”, “us” or “our”. We refer to the tenant as “you” or “your”.

It is your responsibility to ensure that you observe your obligations. If they are broken, we may end your tenancy.

Our Obligations

1. Tenure

- a. The tenancy shall be a weekly tenancy determinable by the Council or the tenant giving not less than one week’s notice in writing expiring on a Monday.

2. Repairs

- b. We will make repairs as we consider reasonable to the structure and exterior of the garage. We will not be liable to carry out work or repairs which become necessary as a result of you or persons visiting your garage not taking proper care of the garage. We will not be liable to rebuild the garage should it be destroyed.
- c. Should we consider that repair is not cost effective we may terminate the tenancy without any obligation to offer an alternative garage.
- d. We will keep any communal areas in reasonable repair.
- e. Garages are NOT watertight, be aware anything stored in the garages could get damaged. The Council accepts no responsibility for lost or damaged items in the garage. We advise you to insure the contents of the garage.

3. Ending the Tenancy

- a. You may terminate the Tenancy by giving us not less than one weeks’ notice in writing, expiring on a Monday
- b. We may terminate the Tenancy by giving you 14 days written notice to expire on any day.
- c. When terminating the Tenancy, we will serve a Notice to Vacate or any other document on you by sending it by post to your last known address.

4. Rent

- a. When there is a change to the amount of rent due, we will give at least one week’s notice of the new amount due.
- b. We require all tenants to pay rent by Direct Debit. The rent will be collected on the 25th of each month.

- c. If the Council changes the amount of rent due, you must pay the new amount or give up your tenancy.
- d. If your rent account goes into arrears and as a result we repossess the garage and the balance owing is not paid, we will send the account to bailiffs to recover on our behalf.

5. Nuisance and Harassment

- a. You must not engage in any conduct which causes or is likely to cause a nuisance or annoyance to neighbouring properties or anyone else in the locality. This includes officers and members of the council.
- b. You must not harass or allow anyone who is visiting the garage to harass your neighbours, their visitors or anyone else in the locality. This includes officers and members of the council. Nuisance and Harassment includes:
 - i. using violence or threatening to use violence towards anyone;
 - ii. using abusive or insulting words or behaviour;
 - iii. causing damage or threatening to cause damage to anyone's property or home;
 - iv. writing threatening, abusive or insulting graffiti;
 - v. engaging in any conduct calculated to interfere with the peace or comfort of any person;
 - vi. harassment by reason of age, race, gender, religion, culture, sexuality, mental health or disability.
- c. You must ensure that the noise generated from in and around the garage is kept to a minimum and you must not allow any noise to be heard beyond the boundaries of the property such as to cause a nuisance between the hours of 11 p.m. and 7 a.m.

6. Use of the Garage

- a. The garage is not to be used for any purpose other than garaging a motor vehicle and /or storage.
- b. You are responsible for insuring the contents of the garage.
- c. You must not store petrol or other flammable liquid or substance, other than the fuel in the fuel tank of the vehicle.
- d. You must not repair or allow to be repaired any vehicle on any part of the garage or communal area unless it is routine repair on your own vehicle.
- e. You must maintain the garage in a clean and tidy condition.
- f. You must pay the Council the cost of repairing any damage that has not occurred as the result of fair wear and tear.
- g. You must not use or allow the garage to be used for any illegal purpose.
- h. You must not sublet or part with possession of the garage.
- i. You must not transfer the tenancy to another person
- j. You are not permitted to park on the garage forecourt or obstruct another tenant's use of the garage site. The council will take action and could revoke your tenancy.

7. Looking after the Garage

- a. You must not damage or neglect the garage or allow anyone visiting the garage to damage or neglect the garage.
- b. You must keep the garage in a good state of repair.
- c. You must notify us of any repairs to the garage which are our responsibility.
- d. You and anyone visiting with you must not litter or cause any obstruction to common areas or any building which you are allowed to use.
- e. You must leave the garage in a good state of repair and in a clean and tidy condition at the end of your tenancy. If you do not, we will do the necessary repair work and clear the garage, the costs of which will be charged to you.
- f. You must dispose of any rubbish in a responsible manner.

8. Alterations and Improvements to the Garage

- a. You must not make any alterations or improvements to the garage without first getting our written permission to do so, e.g. additional locks.
- b. You must not display any trade sign, notice or advertisement on the garage.

9. Council Officers

- a. You must not obstruct, abuse, harass, threaten or assault any of the Council's officers, agents or contractors. You must not cause, allow or encourage anyone else to do so.
- b. You must allow the Council's officers or agents to enter the garage to inspect the state of repair or to carry out repairs, improvements, maintenance or cleaning to the garage [or any adjoining property] after receiving at least 24 hours written notice from us.
- c. You must allow the Council's officers or agents to enter the garage immediately should it be necessary in the event of an emergency.
- d. In the event of the requiring access to the garage, the Council will not be held responsible for damage to, removal of, or the reinstatement of, additional locks or security measures installed by the Tenant.

10. Ending Your Tenancy

- a. You may end your tenancy by giving us at least one week's notice in writing. This notice must end on a Monday.
- b. You must return all sets of keys to us.
- c. In the event of the keys not being returned after the termination of the Tenancy the cost of any subsequent lock change will be recharged to you.
- d. You must remove all items and rubbish from the garage and dispose of them in a responsible manner.
- e. If you do not clear the garage completely, we will charge you for clearing the garage and charge you for the garage's use until it is fully cleared.

11. Declaration

Landlords address: -

Ashford Borough Council
International House
Dover Place
ASHFORD
TN23 1HU

This document is a Non-Secure Tenancy Agreement between Ashford Borough Council and

Name[the tenant[s]].

I accept the Tenancy of Garage NAME Commencing on DATE, agree to the terms and conditions above and acknowledge receipt of Keys, which I undertake to return on the expiration of the tenancy or pay the cost to the Council in lieu.

Tenant[s]
Residential
Address

.....
.....

You must pay a refundable deposit before collecting the garage keys, your direct debit will be taken on the 25th of every month in advance, the total of which has been notified to you. If you have read and understood the obligations contained in this Agreement and wish to be bound by them, then please sign below. YOU ARE REMINDED, HOWEVER, THAT SHOULD YOU BREAK ANY OF THESE OBLIGATIONS YOU RISK LOSING YOUR GARAGE.

Tenant's signature[s]

Tenant's Name[s] [Printed]

For and on behalf of
Ashford Borough Council

Date

Data Protection - Ashford Borough Council is the data controller for any personal information collected in this form. Your information will be used to administrate your application for a garage, and processing is being conducted relying upon a contractual legal basis. Your data may be shared with other departments within the council for the purpose of improving services, keeping records up-to-date and for the protection of the public fund. We will not share your personal information with any third parties unless we are required or permitted to do so by law. Your information will be retained for as long as you require a garage, plus 3 years. For more information about your data protection rights please see the Council's data protection pages which can be found at www.ashford.gov.uk or contact the Data Protection Officer at, The Data Protection Officer, Ashford Borough Council International House, Dover Place, Ashford TN23 1HU.

THIS DOCUMENT IS AVAILABLE IN OTHER LANGUAGES AND FORMATS

January 2019