



## **AGREEMENT FOR A TENANCY OF A GARAGE**

**THIS AGREEMENT** is made between **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (“UDC”) of the one part and the person whose name and address appears in the Schedule hereto of the other part.

1. UDC hereby grants the Tenant a weekly tenancy (“the Tenancy”) of the garage referred to in the Schedule hereto (“the Garage”) to commence on the Monday following the date upon which this agreement is signed by the Tenant (“the Commencement Date”) and continuing until determined in accordance with clause 5 hereof
2. The Tenant shall pay rent in respect of the tenancy at the rate specified in the Schedule hereto (“the Rent”) plus VAT (where applicable) thereon at the rate from time to time in force the first payment to be made on or before the Commencement Date and thereafter to be paid on Monday in each week , unless paid monthly by direct debit
3. During the term of the Tenancy the Tenant undertakes with UDC that:-
  - a. the Tenant will pay the Rent on the due dates
  - b. the Tenant will use the Garage as a personal garage only
  - c. the Tenant shall not use the Garage for trade, business or any commercial activities
  - d. the Tenant shall not carry out or permit to be carried out any repairs, maintenance, adjustment, alterations or other work in the Garage other than to the Tenant’s own vehicle
  - e. the Tenant shall not store or keep petrol or inflammable liquid in the Garage other than in the fixed fuel tank of any vehicle parked in the Garage
  - f. the Tenant shall not assign sublet or share possession of the Garage with any other person

- g. the Tenant shall not cause any damage to the Garage or the access thereto
- h. the Tenant shall at all times keep the Garage in the state of repair it was in at the start of this Tenancy
- i. the Tenant shall not make or cause to be made any alterations or additions to the Garage
- j. the Tenant shall permit UDC and all those authorised by it at all reasonable times upon being given reasonable prior notice (or immediately in the case of emergency) access to the Garage for the purpose of inspecting the same
- k. upon the determination of the Tenancy to give up possession of the Garage to UDC together with all additions (if any) thereto and fixtures and fittings (other than tenant's fixtures and fittings) in good and tenantable repair

4. During the term of the Tenancy UDC undertakes with the Tenant that:-

- a. providing the Tenant pays the Rent and observes and performs the obligations contained in clause 3 of this agreement the Tenant may peaceably enjoy possession of the Garage without interruption from UDC or any person claiming through under or in trust for it
- b. to promptly notify the Tenant of any variation in the rate of VAT payable in respect of the Rent and the effect of such variation upon the amount payable under this agreement

5. Either party may determine this agreement at any time by serving upon the other not less than two weeks' notice to expire on a Sunday

6. The Council does not recommend that the premises are used for storage other than motor vehicles, however, items can be stored at the Tenants own risk but the Council will not be held liable for any damage, loss or theft from the garage and will not consider any claims for compensation.