



Briercliffe with Extwistle Parish Council

Agreement For The Lease Of a Garage Plot - Plot xx, xx Garage Colony, Briercliffe, Burnley

THIS AGREEMENT is made the 1st day of April TWO THOUSAND AND xxxx BETWEEN BRIERCLIFFE WITH EXTWISTLE PARISH COUNCIL under the hand of the Parish Clerk ("the Council") of the one part and **xxx, xxx, Briercliffe, Burnley** ("the Tenant") of the other part.

NOW IT IS AGREED as follows:

1. THE Council agrees to let and the Tenant agrees to take ALL THAT plot of land known as Plot xx, **xx Garage Colony**.

2. THE tenancy shall commence on the 1st day of **April xx** and shall continue yearly until determined as provided in Clause 6.

3. THE rent shall be **£xx per calendar year** such rent to be paid annually in advance on the First Day of April.

4. THE Tenant agrees with the Council as follows:

(a) To pay the said rent at the times and in the manner aforesaid without deduction or set-off.

(b) To pay all rates and taxes whatsoever now or hereafter payable in respect of the plot.

(c) To pay a deposit of £50.00 on the commencement of a new tenancy, which is refundable subject to the plot being given back in a satisfactory condition, removal of the garage, removal of items and repairs will be deducted from the deposit prior to repayment

(d) To apply for any necessary planning permissions and building regulation approvals for the erection of a garage on the plot **before** erecting any garage or other structure on the plot.

(e) To erect a garage on the plot strictly in conformity with any planning consent or building regulation approval obtained within 3 months from the date of such approvals.

(f) To use the Garage solely for the purpose of standard motor vehicle storage only and shall keep the same clean and tidy and free from anything which may in the opinion of the Council be or become a nuisance or annoyance or unsightly.

(g) Not to run a motor vehicle engine within the confines of the Garage unless this is to enter or exit the garage only.

(h) Not to store any material that can be dangerous, for example petrol, gas cylinders, and inflammable or explosive materials.

(i) Not to display or permit to be displayed on the garage or surrounding area, any advertisement notice bill or name plate.

(j) Not to park any motor vehicle outside in such a manner as to restrict free access by other tenants to adjoining garages.

(k) Not to have scrap parts or fittings lying in and around the garage.

(l) Not to make any major alterations to the garage without the express written permission of the Parish Council. Significant changes including a full replacement will require Planning Permission to be granted by the Parish Council.

(m) Not to hinder or prevent people sent by us inspecting the garage. All damage or repairs are the full and sole responsibility of the tenant.

(n) Not to carry out any trade or business from the Garage or the Garage Forecourt or otherwise use the same in connection with any trade or business nor

to do or permit anything to be done which in the opinion of the Parish Council may be or become a nuisance or annoyance to the Council or to the owners or occupiers of any neighbouring garages

(o) To keep in good repair order and condition the interior and exterior and door including the painting or staining with a suitable preservative of all such parts of the exterior and interior of the garage as have been previously so treated at least once every three years.

(p) Not to assign or underlet or part with or share the possession or occupation of the whole or any part of the said Garage.

(q) To indemnify the Council from and against any damage, injury or loss to or suffered by any person, vehicle or thing arising out of the granting of this tenancy.

(r) To pay all the Council's legal and surveyor's costs in respect of or in contemplation of any forfeiture proceedings or any proceedings for recovery of rent arrears or the preparation and service of any schedule of disrepair, including without prejudice thereto the sum of £30 administration charge if service of a notice of determination by the Council is necessitated by any breach by the Tenant of any of the conditions of this Agreement.

(s) To obtain and thereafter to comply with all necessary planning, Building Regulations and other requisite approvals in connection with the use of the Garage as a motor vehicle storage unit

(t) The Council is not liable for losses or damage to personal property stored in the garage, you must ensure you take out the appropriate insurance cover.

(u) You must give one month's notice in writing to the Parish Clerk to end your tenancy. The tenant is responsible for the removal of the garage, all belongings

from the garage site, must leave the plot in the same condition it was found and repair any damage.

(v) At the determination of the tenancy to remove the garage and deliver up possession of the plot in a good and tidy condition to the satisfaction of the Council and in the event of any default on the part of the tenant in complying with this condition to pay to the Council the cost of any work that is necessary to achieve compliance.

(w) The tenant accepts the plot in its present condition and is responsible for ascertaining its exact dimensions and shall satisfy himself that the garage which is proposed to erect can be properly accommodated thereon and the Council accepts no liability for any damage, loss or injury to the garage and/or its contents, which remain at the Tenant's own risk.

(x) The Council shall have the right to increase the rent or alter the conditions of tenancy after 2 months notice in writing shall have been served on the Tenant and shall take effect on the 1st April following.

5. THE Council hereby agrees with the Tenant that the Tenant paying the said rent and performing and observing the agreements on his/her part shall during the tenancy quietly enjoy the plot without interruption by the Council.

6. PROVIDED ALWAYS:

- (a) If any rent shall be in arrear for twenty-one days whether legally demanded or not or if any of the agreements on the part of the Tenant shall not be performed or observed it shall be lawful for the Council after giving seven days' notice in writing to the Tenant to re-enter upon the said Land or any part thereof and determine the tenancy but without prejudice to the right of action of the Council in respect of any arrears of rent or any breach of any of

the agreements on the part of the Tenant.

- (b) The tenancy hereby granted shall be determinable by either party giving to the other not less than one month's notice in writing at any time the validity of such notice by the Tenant being subject to there being no outstanding breaches by the Tenant of this Agreement whereupon any security deposit shall be refunded
- (c) Any notice require to be served hereunder shall be sufficiently served on the Tenant if forwarded to him by registered or recorded delivery post to the last known residence of the Tenant and shall be sufficiently served on the Council if addressed to the Clerk at the time of serving by registered or recorded delivery.
- (d) No compensation will be payable upon termination of the tenancy by the Council.
- (e) Any notice required to

7. THE Tenant shall be responsible for the costs of preparing this agreement in duplicate.

IN WITNESS whereof the Council and the Tenant have hereunto set their hands the day and year first before written

SIGNED on behalf) _____
of Briercliffe Parsh Council) _____
in the presence of) _____

SIGNED by the said) _____
..... in the) _____
presence of:) _____

Name of Witness: _____

Address of Witness: _____

