

## GARAGE LICENCE AGREEMENT

THIS LICENCE is granted on [DATE] by

RIVERMEAD COURT LIMITED (“the Licensor”) in favour of

[RESIDENT(S)] of flat [XX] Rivermead Court, (“the Licensee”).

1. The Licensor grants the Licensee the right to use Garage number [XX] situated in the complex of buildings known as Rivermead Court located in Ranelagh Gardens, London SW6 for a period of 12 months commencing on 1<sup>st</sup> January 2022 and terminable thereafter by either party on not less than one calendar quarter’s notice in writing, provided that the licence shall come to an end immediately should the Licensee cease to be a tenant or a leaseholder at Rivermead Court.
2. The Licensee shall pay a licence fee of [£XXX] per annum, payable half yearly in advance on 25 December and 24 June without any deduction. The first half yearly payment and the Advance EV Charge referred to in 3 below (if applicable) shall be pro-rated in respect of the period from the date of commencement of the licence to the first half-yearly payment date.
3. The licence fee does not include the supply of electricity for the charging of electric-powered or plug-in hybrid vehicles (“EVs”). Should the Licensee wish to charge an EV in the Garage, the Licensee shall inform the Licensor and the following shall apply:
  - 3.1 The Licensee shall pay an annual amount of **£200.00** by way of two semi-annually instalments of £100.00 as a payment on account of electricity used for the charging of an EV (“the **Advance EV Charge**”).
  - 3.2 The Advance EV Charge will be payable from the date that the Licensee commences garaging an EV in the garage and will be payable in advance on the payment days referred to in 2 above.
  - 3.3 The Licensor will install an electricity supply meter in the garage and arrange for the meter to be read from time to time. The parties will make such adjusting payments as to reflect the Licensee’s actual electricity use as against their Advance EV Charge payments.

4. The Licensee shall be liable for and shall pay any Valued Added Tax that may be chargeable in respect of this licence or other services provided by the Licensor.
5. The Licensee agrees with the Licensor as follows:
  - 5.1 To pay the licence fee and to pay the Advance EV Charge (if applicable) on the payment days indicated above.
  - 5.2 To pay, within 30 days of request, any shortfall between the Advance EV Charge payments made in respect of a period and the metered cost of electricity supplied during that period.
  - 5.3 To use the Garage solely for the garaging of a motor vehicle and/or motorbike(s) and for the incidental storage of goods. Goods may not be stored in the Garage unless the Garage is used, and continues to be used throughout the period of the Licence, primarily for the garaging of a motor vehicle and/or motorbike(s).
  - 5.4 To maintain and keep the Garage, including the doors and the motor of the automatic garage doors (if fitted) in good and safe repair and condition (fair wear and tear excepted) and, on the termination of the Licence, to deliver up the same to the Licensor in such condition, together with all keys to the Garage.
  - 5.5 To make good to the satisfaction of the Licensor all defects or wants of repair for which the Licensee is liable within one month after written notice from the Licensor.
  - 5.6 To keep the locks in the doors to the Garage in good working order and not to replace them without the Licensor's permission.
  - 5.7 To observe all relevant statutory and regulatory provisions made by any duly constituted authority and any rules made by the Licensor for the management or use of garages or storage areas at Rivermead Court.
  - 5.8 To indemnify and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liabilities arising in any way from the Licensee's use of the Garage or the walkways or access to the Garage.

- 5.9 Not to use, or allow the Garage to be used for any business purpose.
- 5.10 Not to make any alteration to the internal or external fabric of the Garage or the doors of the Garage including to any wiring or electricity supply, without the written consent of the Licensor.
- 5.11 Not to assign the Licence, let the Garage or allow any person to occupy the Garage without the Licensor's consent.
- 5.12 Not to keep any food, clothing or fabric in the Garage except in sealed containers that, in the Licensor's opinion, are effective to prevent access by rodents, moths or other pests.
- 5.13 Not to do anything that may cause the Garage or the approaches thereto to become dirty or untidy or dangerous and not to cause any obstruction in any way to the doors to the Garage.
- 5.14 Not to do in the Garage anything which in the opinion of the Licensor may be or become a nuisance, damage, annoyance or inconvenience to the Licensor or to the residents of Rivermead Court; nor do or allow to be done anything which may render the Licensor liable to pay more than the ordinary or present rate of premium for insurance against fire or any other risk or which may make void or voidable any policy for such insurance.
6. The Licensor shall have the right with or without workmen or others, to enter the Garage at any time for the purposes of viewing the condition of the Garage or to repair, clean or alter the same or any contiguous spaces or to gain access to pipes or cables supplying services to the Garage or to any other part of Rivermead Court. The Licensee shall not in any way impede the Licensor or its officers, servants, agents or contractors in the exercise of the Licensor's rights of possession and control of the whole of the space.
7. The Licensor makes no warranty that the Garage is free from damp or flooding and the Licensor cannot be held liable for any loss or damage to the Licensee's property arising from damp or flooding.
8. The licence fee and the Advance EV Charge (if applicable) may be reviewed and adjusted in the sole discretion of the Licensor upon the giving of not less than one calendar quarter's notice in writing to the

Licensee, effective after the initial 12-month period of the licence.

9. If the licence fee or any other amount due to the Licensor under this agreement remains unpaid for twenty-one days after becoming payable, or if the Licensee breaches of any of their obligations under the Licence, the Licensor or any person on its behalf, may enter the Garage, whereupon the Licence shall end. Without prejudice to the Licensor's rights and remedies in law in respect of any such breach, the Licensor shall have a lien over any motor vehicles or goods found in the Garage in respect of any amount owing to the Licensor and of any costs incurred in seeking to recover unpaid amounts due under this Licence.
10. Upon termination of the Licence the Licensee shall clear the Garage and leave it clean and tidy and free from all belongings and rubbish and hand the keys back to the Porters at Rivermead Court or to the Licensor's managing agents.