

DATED

2020

THE COUNCIL OF THE BOROUGH OF HARROGATE

to

\*\*\*\*\*

L I C E N C E

Re: Lock-up **Garage No. \*\*** situated at Diamond Grove (formerly known as Diamond Place)  
Starbeck Harrogate in the County of North Yorkshire.

**Jonathan Dunk**  
Chief Development Officer  
Harrogate Borough Council  
PO BOX 787  
Harrogate  
HG1 9RW

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ two thousand and twenty  
BETWEEN THE COUNCIL OF THE BOROUGH OF HARROGATE (hereinafter called "the Council")  
acting by the hand of **Jonathan Dunk Chief Development Officer** and duly authorised agent of the one  
part and \*\*\*\*\* (hereinafter called "the Licensee") of the other part

**WHEREBY IT IS AGREED** as follows:-

1. **THE** Council shall let and the Licensee shall take **ALL THAT** lock-up garage situate and known as garage No \*\* Diamond Grove, Starbeck, Harrogate aforesaid (hereinafter called "the Premises") see attached plan
2. **THE** Licence shall be a calendar monthly tenancy commencing on the **First day** of \*\*\*\*\* two thousand and twenty and shall continue thereafter until determined by either party giving to the other no less than one calendar month's previous notice in writing to that effect
3. **THE** Licence Fee shall be **£60.00** per calendar month or any part thereof inclusive of VAT and shall be paid in advance on the first day of each calendar month or any part thereof during which the Licence hereby granted shall subsist the first payment to be made on the **First** day of \*\*\*\*\* two thousand and twenty.
4. **THE** Licensee hereby covenants with the Council as follows:-
  - (a) To pay the said Licence Fee on the days and in the manner aforesaid and to pay and discharge all taxes and other outgoings payable in respect of the Premises as and when the same shall become due
  - (b) To keep the Premises including the doors and fixtures and fittings (but except the roof main walls and main timbers) in good and tenantable repair and to keep the outside paintwork in good repair and condition
  - (c) To use the Premises as a private garage for a private motor vehicle only and not for any other purpose whatsoever and in particular not to use the same for or in connection with the conduct of any business
  - (d) Not to run the engine of the motor vehicle whilst the same is in the Premises except so far as may be necessary for entering or leaving the Premises and not to do or permit to be done in on or about the Premises any act or thing which may cause a nuisance danger inconvenience discomfort or annoyance to the Council or the owner or occupiers of neighbouring property

- (e) Not to keep any petrol (apart from any petrol in the tank of the motor vehicle and a small quantity (not exceeding 4 litres) in a suitable receptacle) and not more than five litres of lubricating oil (in addition to that contained in the motor vehicle) stored in or upon the Premises and shall take all reasonable and proper precautions against fire occurring on the Premises and not to use any oil heaters or open flame lights
- (f) Not to assign sub-let or otherwise part with possession of the Premises or any part thereof save that the use of the Premises for the purpose aforesaid by a member of the Tenant's family residing with him shall not be a breach of this covenant
- (g) Not to make any additions to or structural alterations in or to the Premises
- (h) Not without the previous consent in writing of the Council to use the Premises or any part thereof or suffer the same to be used for the purpose of advertising or to display or permit to be displayed thereon any advertisement notice bill or name-plate to which the Council may at any time take objection notwithstanding any previous consent thereto
- (j) At the expiration or sooner determination of this Licence to deliver up the Premises in good order and condition and in such decoration and repair as the Council may reasonably require (damage or destruction of the Premises giving rise to the operation of Clause 6 hereof only excepted)
- (k) To permit all servants agents and workman of the Council to enter upon the Premises at all times for the purpose of:-
  - (i) Viewing the state and condition of the Premises and to carry out any repairs for which the Council are liable under the terms of this agreement, or
  - (ii) Carrying out repairs to the neighbouring or adjoining properties belonging to the Council
- (m) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Premises against damage or destruction by fire or other insured risks may become void or whereby the rate of premium thereon may be increased and to repay to the Council all sums paid by way of increased premiums and all expenses incurred by them in or about any renewal of such policy or policies rendered necessary by a breach of this covenant and all such payments shall be added to the rent hereinbefore reserved and be recoverable as rent

5. The Council shall keep the roof main walls and main timbers of the Premises in tenantable repair

6. In the event of the Premises being damaged or destroyed to the extent that same are rendered unusable the tenancy shall automatically determine but without prejudice to the Council's remedies in respect of any antecedent breach by the Tenant of any of the conditions on his part herein contained
7. The Licensee will be responsible for the **administration** costs in the sum of **£25.00 plus VAT** for the drawing up of the Licence.

**AS WITNESS** the hands of the said **Jonathan Dunk** and the said \*\*\*\*\* the day and year first before written

**SIGNED** by the said **Jonathan Dunk**

In the presence of:

**WITNESS**

**SIGNED** by the said \*\*\*\*\*

In the presence of:

**Name:**

**Address:**

**Occupation:**

**WITNESS    Signature**