



PEAKS & PLAINS HOUSING TRUST TERMS OF A GARAGE TENANCY AGREEMENT

The tenancy is a contractual tenancy let to you for the purpose of the storage of a motor vehicle.

From the date that you take up this tenancy agreement you have obligations including an agreement that you do not breach any of the tenancy conditions detailed in the Conditions of Tenancy which accompanies this agreement and these Terms.

DEFINITIONS

We, us, our, Landlord	Peaks & Plains Housing Trust whose address is: Ropewalks Newton Street Macclesfield Cheshire SK11 6QJ
You, your	the person or people who have a tenancy of a garage with us.
Tenant	includes the sole tenant of a garage or any person acting in the tenant's place or on the tenant's behalf.
Garage	means the garage let to you at [£11.05 per week if you're a Peaks & Plains tenant OR £15.00 per week if you're not a Peaks & Plains tenant], including the garage site, forecourts to and both vehicular and pedestrian access ways.
Rent	means the weekly rent for the above garage



TERMS OF A GARAGE TENANCY

This agreement makes you a Tenant.

You are a Tenant for so long as you continue to use the garage.

You are responsible for the behaviour of every person (including children) using or visiting the Garage. You are responsible for them in the Garage.

1. Your rights as a Tenant

You have the right to terminate your tenancy by service of not less than 7 days notice on us ending on a Monday.

You have the right by law to use the Garage unless we have served a valid notice to quit on you. We do not require a Court Order to repossess your garage.

Your garage tenancy is at risk if you do not keep to the terms of your this agreement.

If we are not satisfied with your conduct we may serve you with a notice to quit.

2. Effect on tenancy of the death of a Tenant

When you die, there is no right for any other member of your household to take over your tenancy – unless you are a joint tenant. In either circumstance, a member of your household should contact us to advise us of your death.

3. Repossession of the garage

To repossess the Garage we must serve a 7 day notice to quit on you. The notice will be in writing and will be served on you either by hand, left at your Garage, posted to your home or fixed to the Garage.

If we have not received the Garage keys by the expiration date of the Notice this will trigger an automatic lock change which will be charged to you.

4. Our repairing obligations

We are responsible for the majority of repairs to the Garage, including:



1. Keeping the structure in good repair and in proper working order (including drains, gutters and external pipes).
2. Decorating the exterior of the Garage.

We are not responsible for carrying out any works or repairs caused by your mis-use of the Garage.

5. Variation of Rent

We will set the rent for the Garage and may vary the rent by service of not less than one weeks notice on you.

6. Reasonable Access

We have the right to enter the Garage for the purpose of inspection, repair, reinstatement, maintenance or improvement of it or neighbouring property. We have the right to enter the Garage to remedy any breach of this tenancy agreement.

7. General Information

If we need to carry out works and recharge you for them under the Conditions of Tenancy, the cost will include administration charges and VAT for which you will also be liable.

If, when you end this tenancy, you leave personal property in it, we may make arrangements for the disposal of your personal property and may use any monies raised against our costs. We have no liability to store your personal property nor any insurance to cover it.

GARAGE CONDITIONS OF TENANCY

1. PAYMENT OF RENT

- a) You must pay the rent including any service charges on Monday of each week or on a monthly basis if paying by direct debit or standing order, payable in advance.
- b) Failure to pay rent due will result in the lock to your garage being changed and your tenancy terminated.
- c) The cost of the lock change £56.54 inc V.A.T will be charged to you.



2. ENDING YOUR TENANCY

- a) If you wish to end your tenancy you must give us at least 7 days written notice which must expire on a Monday.
- b) You must return the Garage keys on or before the date on which your notice expires.
- c) You must leave the Garage in a clean and empty state. We may charge you if we have to clean and/or empty the Garage to relet it.
- d) You must leave the Garage in a reasonable state of repair. We may charge you for repair and/or reinstatement costs for work or damage done to the Garage.

3. EXCHANGING YOUR TENANCY

You must not exchange your Garage with another tenant without obtaining our written permission.

4. HARASSMENT

You and/or any member of your household and/or any visitor to the Garage must not harass or do anything likely to harass or cause a nuisance, annoyance or disturbance to any other persons. You will be held responsible for the behaviour of every person (including children) visiting the Garage, inside the Garage or in the locality of the Garage.

5. DRUGS

You and/or any member of your household and/or any visitor to the Garage must not supply or use any controlled drug or other substance from or in the Garage or in the locality of the Garage in contravention of the Misuse of Drugs Act 1971. You will be held responsible for the behaviour of every person (including children) visiting the Garage, inside the Garage or in the locality of the Garage.

6. COMPLIANCE WITH THE LAW (GENERAL)

You and/or any member of your household and/or any visitor to the Garage must not use the Garage for any illegal or immoral purpose.



7. DAMAGE AND NEGLECT TO THE GARAGE

You and/or any member of your household and/or any visitor to the Garage must not damage the Garage but must keep the Garage in a good state of repair and condition and in particular, you must keep the Garage in a good sanitary condition. You must inform us of all damage as soon as possible. You may be charged for the cost of repair and/or reinstatement.

8. USE OF THE GARAGE

- a) You and/or any member of your household and/or any visitor to the Garage must not use the Garage for any business or commercial purpose including sub-letting.
- b) Only vehicles and materials relevant to their general repair may be kept in the Garage.
- c) You must not store petrol or other inflammable or explosive substances in the Garage or dispose of them through the drainage system.
- d) You must not use the Garage for any purpose other than the storage of a motor vehicle without our prior written consent.

9. PARKING

You must park cars in designated parking spaces (where these exist) and with due care and consideration to other road users and pedestrians. You must not drive cars over kerbs which have not been lowered or over any grassed area. In particular, you must not park cars illegally or in such a way as to cause danger or obstruction.

10 REPAIRS

- a) You must keep the Garage to a good standard of repair and condition. You must report any repairs to us.
- b) You must not make any alterations to the Garage without our prior written consent, or cause damage to and/or remove fixtures and fittings. You may be charged for the cost of repair and/or reinstatement however the damage was caused.