

# AGREEMENT FOR THE LETTING OF A GARAGE

**Date of Agreement** 

1st MAY 2022

Between

Landlord Name and address Contact details: DAVIAN ENTERPRISES LTD 5 Mandalay Drive, Bourne, Lincs. PE10 9YG Tel: 07957 856336 email: davidnic24@gmail.com

Contact: David Nichols

Tenant

Name(s) and address

Contact details:

Friends of Chainbridge Forge (Mr Geoff Taylor)

Chainbridge Forge High Street, Spalding

PE11 1TX

Contact: 07960 587724

Email: chainbridgeforge@gmail.com

The Garage

It is hereby agreed that the landlord will let and the tenant will take the garage situated at: Garage

Address / Location Garage Number LL

Love Lane Garages

Entrance between 43/45 Love Lane

Spalding, PE11 2PG

Minimum Period This contract supersedes existing contract Osier Rd OR8

From and including the May 1<sup>st</sup> 2022

To and including the May 31<sup>st</sup> 2022

Rent

The rent is

Payable in advance every

The first FULL payment of rent shall be paid on the

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and thereafter on the

£ 52

Calendar Month

May 1st 2022

1st day of every month

Deposit

The deposit is

£0

- The tenant pays the deposit as security for performance of the tenants obligations and it may be used to pay to compensate the landlord for the reasonable costs of any breach or failure to comply with those obligations or against any outstanding rent.
- 2. The tenant cannot use the deposit to pay the rent.
- Otherwise the deposit shall be repaid to the tenant (without interest) not later than 14 working days after the end of this agreement and the return of all keys to the landlord.

#### It is hereby agreed as follows:

- 4. The landlord may by giving reasonable notice to the tenant increase the rent to such amount as may be specified in such notice. (but not within the initial minimum period)
- 5. The landlord may enter the garage to inspect as may be required by the landlord from time to time and at all reasonable times and the tenant must not impede the landlords right to enter.

On the coming to an end of the minimum period, this agreement shall continue as a contractual periodic tenancy on the same terms so far as applicable unless and until terminated in accordance with this agreement, or some other action by the landlord or tenant. The periods of the continuation are the same as the periods for which the rent is payable.

#### The Tenant Shall

- 6. Only use the garage for storage
- 7. Not keep anything inflammable in the garage other than the petrol in the tank of a vehicle, nor to dispose of any waste or refuse on the site. The landlord will not be responsible for any accident, damage or injury caused which occurred due to the storage or use of flammable or explosive substances.
- Not keep any animals or pets in the garage.
- 9. Not carry on a trade or profession from the garage.
- 10. Not use the garage for any illegal purpose.
- 11. Not use the garage as a dwelling.
- 12. Not sub-let the garage or part with possession of the garage in whole or part.
- 13. Permit the landlord to inspect the garage as may be required by the landlord at all reasonable times
- 14. Not change the lock on the garage without the written consent of the landlord (consent not to be unreasonably withheld).
- 15. Return the keys to the landlord on the last day of the tenancy.
- 16. Insure his possessions. Damage to or theft of goods stored in garages is at the tenant's risk
- 17. Not store tyres in the garage.
- 18. You must not use the garage or the surrounding land for any illegal or immoral activity.
- 19. The tenant must neither park nor permit parking on the garage forecourt or access to the garages so as to cause obstruction of the forecourt or access thereto, nor to permit anything which may cause or become a nuisance, nor to park nor permit parking of any unattended vehicle outside of the garage. Generally parking is not allowed on the site, unless permitted by agreement.
- 20. Have permitted access over the access road and garage property for the purposes of entering and exiting the garage, Such access rights to be solely to the named tenant or other nominated persons. In the interests of security for all, unknown attendees on site may be challenged.
- 21. Respect a 5mph speed limit across the access road and on site and not cause disruption to the neighbours by way of excessive noise.
- 22. Have access to the garages limited to daylight hours (7am-7pm in winter period) and outside these hours would need prior approval by the landlord.
- 23. Neither alter the structure nor affix anything thereto and keep the garage door(s) closed except during vehicle entry and exit. Doors must be kept locked when not in use.
- 24. Make good any damage caused or discharge the cost thereof and keep the door lock and "up and over" door gear hinges oiled and serviceable and the garage clear, and to report any obvious defects before they deteriorate

### Termination of the Agreement

- 25. The tenant shall not serve a notice which expires during the minimum period.
- At least one month before the end of the minimum period, the tenant must notify the landlord in writing if the tenant intends to vacate on expiry of the minimum period.
- 27. On or after the minimum period, at least one calendar month's written notice must be given by the tenant to the landlord which must expire at the end of a period of the tenancy (the day before the rent is due).
- 28. Subject to the clause below, the landlord shall give the tenant at least one calendar months written notice not to expire before the end of the minimum period.
- 29. If the tenant is at least 7 days late in paying the rent or part of it, whether or not the rent has been formally demanded, or has broken any terms of this agreement then, subject to any statutory provisions, the landlord may forfeit (ie: end) the tenancy and recover possession of the property. Any other rights or remedies the landlord may have will remain in force.

# Items Remaining in the Garage After Termination

The tenant must remove all items and rubbish from the garage at the end of the tenancy. If any such items are left at the garage after the tenancy has ended, the tenant will be responsible for meeting all reasonable removal and storage charges. The landlord will store the items for one month (other than any perishable items which will be disposed of immediately). The landlord will notify the tenant at the last known address. If the items are not collected within one month, the landlord may dispose of the items and the tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from the deposit or any sale proceeds. If the costs still exceed the deposit held then the balance will be claimed directly against the outgoing tenant.

# Service of notices

- Notices are sufficiently served on the tenant if left at, or sent by ordinary post in a pre-paid letter, or sent by recorded delivery to the tenants address shown on the front page, or the garage address, or last known address.
- Notices are sufficiently served on the landlord if left at, or sent by ordinary post in a pre-paid letter or sent by recorded delivery to the landlords address shown on the front page.
- Any notice or other communication given by the tenant to the landlord shall be in writing and posted to the address set out on page one. Any notice or other communication sent by email shall only be valid if acknowledged by the landlord by replying to the email or in writing.

#### Rent Payments

Rent payment should be paid by a regular standing order set up by the tenant. Bank details for payment are as follows:-

Account Number: 73961559 Sort code: 20 45 45

Account Name: Davian Enterprises Ltd Bank: Barclays Bank, Northwich

Please use your surname plus OR then garage number as a bank reference (i.e.Smith OR4)

You can simplify payments by choosing to pay by **Direct Debit**For this service you will need use of a regular email address.
An email from "Go Cardless" will ask for your bank details and authority.
We will only request the monthly rent on the due date.
To pay by direct debit please write your email below:-

I wish to pay by direct debit and my email address is chainbridgeforge@gmail.com

Payment receipts are not normally issued but bank statement entry will act as a proof of payment.

## Using your personal information

Your landlord takes the security of your personal information seriously. Your information both in this agreement and as provided during the application process will be used during and after this tenancy for a number of purposes including:

- management of the tenancy and fulfilling this contract
- · notifying local authorities or utility companies about the tenancy
- · debt recovery or to rectify a breach of a term of this agreement
- · where legally required to be shared

The landlord may share your information with their agent (including if the agent changes during the tenancy or if there is more than one agent). If your information is held by an agent on behalf of a landlord, the agent may share your information with the landlord before, during or after the tenancy.

#### During the tenancy

The landlord or agent will use your information to manage the tenancy including for example to contact you about repairs, rent collection and general clerical/management duties and your information may be shared with third party service providers including software services for the purposes of management of the tenancy.

Your information will be used for fulfilling the contract for example by sharing with a contractor for the purpose of carrying out a repair or maintenance inspection.

Your information may be shared with a local authority or utility provider for the purpose of notifying about this tenancy. Your information may be shared with other landlords or agents for the purpose of providing a reference or conduct of thetenancy.

Your information may be shared with third party providers including debt collection or tracing services to pursue a debt or reasonably necessary to rectify any breach of the tenancy.

Otherwise, your information will not be shared with other organisations unless legally required to do so, to prevent fraud or a crime or if we have your consent.

#### After you have left the property

When you have left the property, your information may be shared with a local authority or utility company for the purpose of notifying about the end of the tenancy.

Your information may be shared with other landlords, agents, referencing services, credit reference bureaus etc. to provide a reference or details about the conduct of the tenancy.

Your information may be shared with third party providers including debt collection or tracing services to pursue a debt or reasonably necessary to rectify any breach of the tenancy.

Your landlord or their agent will retain your information beyond the tenancy for as long as necessary or legally required for potential HMRC audits, potential local authority disputes (for example council tax) and Immigration Act (Right to Rent) investigations.

Otherwise, your information will not be shared with other organisations unless legally required to do so, to prevent fraud or a crime or if we have your consent.

#### **Consumer Protection Regulations**

By signing below, you explicitly acknowledge that this agreement creates an obligation to pay and that you have read and accepted the terms of this agreement.

By signing below, you are **expressly requesting** that the licensor begins allowing you to use the land as outlined in this agreement immediately from the start of this agreement (subject to payment). **As a result, you understand you will not have a right to cancel this agreement.** 

| SIGNATURES |                                          |
|------------|------------------------------------------|
| Tenant     | Signature Printed Name:  Date: 26 4 20 2 |
| Landlord   | Signature  Printed Name:  Date:          |

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