

## PARKING LICENCE – HOUSING ESTATE

Document reference:

This licence is dated

202X

### Parties

- (1) The Mayor and Burgesses of the London Borough of Enfield of Civic Centre Silver Street Enfield EN1 3XA (**Council**)
- (2) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (**Licensee**)

### Agreed terms

#### 1. Interpretation

The following definitions and rules of interpretation apply in this licence.

##### 1.1 Definitions:

**Accessways:** the existing roads and vehicle ways shown on the Plan or such other roads and vehicle ways as may be designated from time to time by the Council.

**Car:** one private/ light goods (PLG) vehicle which belongs to the Licensee or a family member of the Licensee [or an employee of the Licensee].

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Licence Fee:** one hundred and twenty-five pounds (£125) for the whole of the Licence Period.

**Licence Fee Commencement Date:** [the date of this licence] [insert earlier or later date].

**Licence Period:** the period from and including [the Licence Fee Commencement Date] [the date of this licence] until the date on which this licence is determined in accordance with clause 4.

**Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Permitted Use:** the parking of a Car or the parking of up to two motorcycles which belong to the Licensee or family members of the Licensee [or employees of the Licensee] or the parking of up to five bicycles which belong to the Licensee or family members of the Licensee [or employees of the Licensee].

**Plan:** the plan attached to this licence.

**Space:** the parking space shown edged [red] on the Plan or such other parking space as may be allotted to the Licensee pursuant to clause 2.2(d).

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.7 Any obligation in this licence on a person to do something includes an obligation to ensure that any person under their control complies with that obligation.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

## **2. Licence to park**

- 2.1 Subject to clause 3 and clause 4, the Council permits the Licensee to use the Space for the Permitted Use for the Licence Period in common with the Council and all others authorised by the Council (so far as is not inconsistent with the Licensee's use of the Space for the Permitted Use) together with access over the Accessways to and from the Space.
- 2.2 The Licensee acknowledges that:
  - (a) the Licensee shall use the Space as a licensee and that no relationship of landlord and tenant is created between the Council and the Licensee by this licence;
  - (b) the Council retains control, possession and management of the Space and the Licensee has no right to exclude the Council from the Space;
  - (c) this licence is personal to the Licensee and is not assignable and the rights given in clause 2.1 may only be exercised by the Licensee; and

(d) without prejudice to its rights under clause 4, the Council shall be entitled at any time on giving not less than four weeks' notice to require the Licensee to transfer to an alternative space within 500 meters of the Space and the Licensee shall comply with such requirement.

(e) the Council shall not be liable to the Licensee for any obstruction to or of the Space and the Accessways caused by third parties.

(f) should this licence be terminated pursuant to clause 4.1(b) the Council shall not be required to refund to the Licensee the Licence Fee or any part thereof.

(g) this licence does not provide a right to drive a vehicle over a kerb and public footpath and the Licensee shall apply to the local highway authority for permission for a vehicle cross-over should such permission be required.

### **3. Licensee's obligations**

The Licensee agrees and undertakes:

- 3.1 To pay to the Council the Licence Fee payable without any deduction in advance on the date of this licence.
- 3.2 To keep the Space clean, tidy and clear of rubbish.
- 3.3 Not to use the Space other than for the Permitted Use. For the avoidance of doubt and without limitation, the Licensee shall not use the Space for [business purposes,] overnight camping or sleeping, the keeping of animals and livestock, and the growing of fruit vegetables crops or trees.
- 3.4 Not to allow any other person to use the Space except a family member of the Licensee [or an employee of the Licensee].
- 3.5 To give details, at the request of the Council, of who is using the Space and the registration number of the Car.
- 3.6 Not to make any alteration or addition whatsoever to the Space.
- 3.7 Not to display any advertisement, signs or notices at the Space.
- 3.8 Not to do on or in the Space anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or any owner or occupier of neighbouring property.
- 3.9 Not to cause or permit to be caused any damage to:
  - (a) the Space or any neighbouring property; or
  - (b) any property of the owners or other occupiers of other spaces.
- 3.10 Not to take into or keep on or in the Space any motor fuel or lubricating oil except that inside the fuel tank and engine of the Car.

- 3.11 Not to maintain, repair (except mechanical repair in cases of breakdown or other emergency) or clean the Car or refill the petrol tank of the Car on or in the Space.
- 3.12 not to park any Car at the Space that does not hold up-to-date road tax and an up-to-date MOT Certificate or that holds a Statutory Off-Road Notice (SORN).
- 3.13 not to erect any bollard, barrier, wall or fence or other boundary structure at the Space.
- 3.14 not to lay any impermeable surface at the Space.
- 3.15 not to place or use any skip or building materials at the Space.
- 3.16 not to obstruct the Accessways leading to the Space.
- 3.17 Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Space, or any statutory provision, regulation or bye-laws made by a Competent Authority with regard to the parking or use of motor vehicles.
- 3.18 Not to do anything that will or might vitiate in whole or in part any insurance effected by the Council or any other person in respect of the Space or any other property from time to time or cause the premium to increase.
- 3.19 To observe any rules and regulations which the Council makes and notifies to the Licensee from time to time governing the Licensee's use of the Space.
- 3.20 To leave the Space in a clean and tidy condition and to remove the Car and any other property from the Space at the end of the Licence Period. If the Car or any other property is not removed within seven days of the end of the Licence Period, the Council may dispose of it in any manner that the Council deems fit without incurring any liability whatsoever to the Licensee.
- 3.21 To indemnify the Council and keep the Council indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - (a) this licence;
  - (b) any breach of the Licensee's undertakings contained in clause 3; and/or
  - (c) the exercise of any rights given in clause 2.
- 3.22 To pay to the Council interest on the Licence Fee or other payments at the rate of 2 per cent per annum above the base rate of HSBC Bank PLC from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within ten days of the due date (whether formally demanded or not).

#### **4. Termination**

- 4.1 This licence shall end on the earliest of:
  - (a) [Insert date 3 years from the date of this licence] [Insert date 3 years from the Licence Fee Commencement Date]; and

(b) the Council giving notice to the Licensee to terminate this licence with immediate effect if the Licensee breaches any of the obligations contained in clause 3; and  
(c) expiry of not less than three months' notice to terminate given by either party to the other and in the event that the Council terminates this licence pursuant to this clause 4.1(c) it shall reimburse to the Licensee the amount of the Licence Fee held by the Council for the period following the date of termination.

4.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

## **5. Rights reserved to the Council**

5.1 The Council reserves the right to use the Space for up to ten days per year (each year to be calculated from the Licence Fee Commencement Date) and if the Council requires to use the Space it shall give to the Licensee a minimum of ten working days notice in advance following which the Licensee shall vacate the Space for the period referred to in the notice.

5.2 The Council reserves the right to enter the Space to carry out works of maintenance and repair to the Space and to carry out works of maintenance and repair to services below, on or above the Space and if the Council requires to enter the Space to carry out such works it shall give to the Licensee a minimum of ten working days notice in advance following which the Licensee shall vacate the Space for the period referred to in the notice.

## **6. Notices**

6.1 Any notice or other communication given to a party under or in connection with this licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next working day delivery service or by email to each party as follows:

To the Council to: *[Insert Name and Postholder, Address, and Email Address]*

To the Licensee to: *[Insert Name and Postholder, Address, and Email Address]*

6.2 If a notice or other communication complies with the criteria in clause 6.1, it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice or other communication is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

(c) if sent by email, at 9.00am on the next working day

6.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **7. No warranties for use or condition**

7.1 The Council gives no warranty that the Space possesses the Necessary Consents for the Permitted Use.

- 7.2 The Council gives no warranty that the Space is physically fit for the purposes specified in clause 2.
- 7.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Council before the date of this licence as to any of the matters mentioned in clause 7.1 or clause 7.2.
- 7.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **8. Limitation of Council's liability**

- 8.1 Subject to clause 8.2, the Council is not liable for:
- (a) the death of, or injury to, the Licensee or anyone authorised by the Licensee to use the Space;
  - (b) any theft, damage, destruction or loss of the Car, any motorcycle and any bicycle or their contents;
  - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or anyone authorised by the Licensee to use the Space in the exercise or purported exercise of the rights granted by clause 2; or
  - (d) any loss or damage suffered by the Licensee or anyone authorised by the Licensee to use the Space as a result of any cause beyond the Council's control that prevents the Licensee or those authorised by the Licensee from using the Space or any difficulty or interruption in obtaining access to the Space by reason of temporary works of repair, maintenance or renewal of the Accessways.
- 8.2 Nothing in clause 8.1 shall limit or exclude the Council's liability for:
- (a) death or personal injury or damage to property caused by negligence on the part of the Council or its employees or agents; or
  - (b) any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.

## **9. Third party rights**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

## **10. Governing law and jurisdiction**

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Signed by [ ]  
for and on behalf of the Council .....

Signed by [ ]  
for and on behalf of the Licensee .....

**ATTACHMENTS**

The Plan