

CONDITIONS RELATING TO THE PARKING OF MOTOR VEHICLES ON HOUSING ESTATES

Please read these conditions carefully. Failure to comply with them could result in vehicles being issued with parking charge notices or the loss of your parking space or garage.

You must tell us if you change your vehicle and you will receive your new permit in the post before it expires.

- 1. The licensee must pay the weekly charge at least four weeks in advance. If the rent account falls into arrears, the licence will be terminated.
- 2. The weekly charge may be altered on one week's written notice being given to the licensee by the Council.
- 3. The licence to park a vehicle in a parking space or garage applies only to the vehicle identified in the licence agreement, or any vehicle subsequently given permission to park by the Council. This vehicle must be roadworthy with valid road tax, insurance and MOT. No vehicle other than the one identified should be parked in the parking space or garage.
- 4. There are some residential addresses in Camden which are designated as "car free" or "car capped". If you reside in one of these properties you are not entitled to obtain a parking permit for parking on a Camden housing estate or "on street". It is your responsibility to ascertain whether you do reside in such a property as any permit obtained for such properties will be withdrawn immediately if we become aware of it without refund.
- 5. The allocation of parking spaces and garages is at the discretion of the Estate Parking and Access Manager. This licence will be terminated if the Council agrees to a request to rent the space or garage from a person with greater priority according to the Council's allocation procedure.
- 6. The vehicle shall only be parked in the designated parking space or garage, and not on any other part of the Council's property.
- 7. The licensee must produce or email copies of all vehicle documentation, when requested by the Council. This includes the Vehicle Registration Document (V5) Certificate. Scanned copies of vehicle documentation will be kept on file.
- 8. The maximum size of a vehicle allowed to park on Housing Estates is as follows; a passenger vehicle built or adapted to carry 8 passengers or less (excluding the driver), or a goods vehicle that fits inside a parking space or garage and has a height of less than 2.3 metres. The Council reserves the right to refuse applications or withdraw the parking facility if the vehicle is considered to be unsuitable for the parking location, regardless of the size criteria stated above.
- 9. No major vehicle repairs shall be carried out. No repairs to vehicles, other than those which are completed within 24 hours, shall be carried out.
- 10. The licensee shall not do or allow to be done anything in a parking space or garage which may be considered a nuisance, or which may cause damage or inconvenience to the Council, the Council's tenants, or to the occupiers of neighbouring properties.
- 11. The Council shall not be liable for any loss, damage, or injury caused by the vehicle or by its driver, or caused to the vehicle or to its driver while the vehicle is parked or driven on a housing estate.
- 12. The licensee agrees to indemnify the Council against all actions, costs and expenses of any kind, which arise out of the licence to park being given by the Council.
- 13. The licensee must always lock gates and/or locking posts or other security measures after entering or leaving an estate.
- 14. The licensee must not under any circumstances sub-let the parking space or garage. If found doing so the licence will be terminated with immediate effect.
- 15. If the licensee uses more than one parking facility, only one may be retained if there is demand for parking facilities from persons eligible to park on Council property who do not currently have a parking facility.
- 16. The licensee must relinquish the parking space or garage if there is/are a person(s) on the waiting list considered to be a higher priority case in accordance with the Council's Parking Procedure.
- 17. The licence may be terminated by either party giving the other seven days notice in writing. The parking permit plus any keys must be either posted or handed in at a council office.
- 18. If the notice of termination of licence to park is given by the Estate Parking and Access Manager, it shall be sufficiently served if delivered personally to the licensee or sent by first class or recorded post to the address of the licensee shown on the agreement with the Council. If notice is given by the licensee it should be sufficiently served if delivered or posted to the Estate Parking and Access Manager, at a Council office.
- 19. If the licensee fails to observe any of the stated conditions the licence may at the discretion of the Council be terminated at any time.
- 20. The Council will not permit any alteration or transfer of this licence.
- 21. The Council reserves the right to vary these conditions on notice in writing being given to the licensee by the Parking and Lettings Manager.
- 22. The Blue Badge Scheme does not apply on housing estates. Council tenants and leaseholders who hold Blue Badges are permitted to licence a maximum of one parking facility where a zero charge is applied, depending on availability. This is only available upon request. Charges are waived from the Monday following production of a valid Blue Badge plus any other forms of ID requested by the Council.

CONDITIONS SPECIFIC TO PARKING SPACES

23. A parking permit is issued with this licence. The permit shall be clearly displayed in the windscreen of the vehicle at all times. Failure to display the permit clearly may result in the vehicle being issued a parking charge notice. If the permit is lost, the Council shall be informed immediately so that a replacement permit may be issued at a cost of £20.

CONDITIONS SPECIFIC TO GARAGES

- 24. The licensee shall observe and comply with the provisions of the Petroleum (Consolidation) Act 1928 and of any other law relating to the storage and use of petroleum and other explosive or inflammatory oils or substances.
- 25. The licensee shall not take into or keep in the garage any motor fuel or lubricating oil (apart from such as is inside the tank and engine of a vehicle) without written permission obtained from the Council.
- 26. The licensee shall take all reasonable and proper precautions against fire occurring in the garage and the licensee indemnifies the Council in respect of any damage to the Council's property. The licensee also indemnifies the Council in respect of any loss, damage, or injury sustained as a result or in connection with the use of the garage by the licensee.
- 27. The Council shall not be held responsible in respect of any damage (however occasioned) to any property brought on to any premises of the Council under the terms or as a result of this licence and shall not be held responsible for the entry of unauthorised persons into the premises or any loss or damage occasioned by such persons.
- 28. The licensee shall not run the engine of a vehicle whilst stationary in the garage except so far as may be necessary for entering or leaving the garage.
- 29. The licensee shall not use the premises for any purpose of trade or business but as a private garage only to accommodate one vehicle or storage of items. Failure to comply will result in the licence being terminated.
- 30. The Council shall be at liberty by its agents, officers or contractors to enter and inspect the premises without notice at all reasonable hours of the day.
- 31. The licensee must, on or before the expiry of the notice, remove the car and any other property from the garage. Any property remaining after expiry of the notice may be disposed of by the Council without further notice. If the garage is repossessed, the licensee shall be charged for the cost of forced entry to the garage, and for the disposal of any goods therein. The Council shall not be liable for any loss or damage to property following expiry of the notice.

18/04/2017