

**LICENCE IN RELATION TO USE OF GROUND FLOOR PARKING SPACE[S] AT RIVERSIDE WEST SMUGGLERS WAY
LONDON, SW18 1DB**

Between

(1) the **Licensor**; and (2) the **Licensee**



LICENSOR: Broomer Farm Trading Limited (Company Number 01007863) whose registered office is at the Granary Brewer Street Bletchingley Surrey RH1 4QP trading as **Riverside West Car Park**

LICENSEE:

Name of individual:		Home tel:	
Name of company (if appropriate):		Work tel:	
Address:		Email:	
Post code:		Permit Start Date:	
I am a Riverside West Resident <input type="checkbox"/>		I am a Riverside West Commercial Tenant <input type="checkbox"/> (please tick box if appropriate)	

1.1 DEFINITIONS AND INTERPRETATION

In this licence unless the context otherwise requires words and expressions defined below shall bear the meaning attributed

Car [s] [one] private motor car[s] of the Licensee with vehicle registration number [s] _____ or with such other vehicle registration number [s] as may be notified to the Licensor from time to time

Car Park: the two storey car park at the development

Car Parking Space [s]: any available parking bay on the ground floor of the Car Park other than those set aside by the Licensor for a particular party or purpose

Development: the residential and commercial development at Riverside West Smugglers Way London SW18 1DB

Licence Fee: As set out in 1.1.1 below and subject to revision in accordance with clause 5 of this licence

Licence Period: The initial term will be the period requested in 1.1.1 below and subject to the provisions of clause 5 of this licence

Riverside West Resident: any tenant or occupying lessee under a lease of a flat within the Development which was granted by St George South London Limited before 3 May 2005

Riverside West Commercial Tenant: any occupying lessee of a commercial unit within the Development

1.1.1 LICENCE PERIOD AND FEE:

RETAIL PERMIT PRICES				DISCRETIONARY DISCOUNTED RESIDENT PRICES			
12-month car	£1650	<input type="checkbox"/>		12-month car	£1320	<input type="checkbox"/>	
6-month car	£990	<input type="checkbox"/>		6-month car	£891	<input type="checkbox"/>	
3-month car	£594	<input type="checkbox"/>		3-month car	£534	<input type="checkbox"/>	
1-month car	£247.50	<input type="checkbox"/>		1-month car	£225	<input type="checkbox"/>	
12-month motorcycle	£533	<input type="checkbox"/>		12-month motorcycle	£423	<input type="checkbox"/>	
6-month motorcycle	£308	<input type="checkbox"/>		6-month motorcycle	£242	<input type="checkbox"/>	

1.1.2 SIGNATURES: In witness whereof the parties hereto have duly executed this Licence upon the date first above written

Signed for and on behalf of
Broomer Farm Trading Limited

NAME: _____

SIGNATURE: _____

POSITION: _____

Signed for and on behalf of **the licensee**
[if Company]

Signed for and on behalf of:

NAME: _____

SIGNATURE: _____

POSITION: _____

[if Individual]

Signed by:

NAME: _____

SIGNATURE: _____

1.2 In this licence unless the context otherwise requires:

1.2.1 words importing (i) any gender include every gender, (ii) the singular number only include the plural number and vice versa and (iii) persons include firm's companies and corporations and vice versa

1.2.2 the headings to the clauses and paragraphs shall not affect the interpretation

1.2.3 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

1.2.4 any obligation on the Licensee not to do or omit to do anything shall include an obligation not to allow suffer or permit that thing to be done or omitted to be done by any of its employee's servants agents or invitees

1.2.5 references to any right of the Licensor shall also be exercisable by anyone authorised by the Licensor or by anyone otherwise entitled

1.2.6 references to the Licensor shall include the Licensor's successors in title and assigns

2. GRANT OF LICENCE

2.1 The Licensor hereby grants the Licensee the right in accordance with the terms of this Licence to use the Car Parking Space[s] for the purpose of parking the Car[s] during the Licence Period, or if earlier until its Licence is determined (howsoever determined), save that the Licensor shall be entitled upon reasonable notice (except in emergency where no notice shall be required) temporarily to suspend limit or otherwise restrict such right if this becomes necessary in the reasonable opinion of the Licensor

2.2 The Licensor shall issue a parking permit to the Licensee in respect of the right granted in accordance with clause 2.1 (the **permit**) in return for a **£30 deposit** to be paid by the Licensee to the Licensor for the Permit, such sum to be refunded at the end of the Licence Period subject to the Licensee returning the Permit to the Licensor

3. LICENSEE'S OBLIGATIONS

In consideration of the licence hereinbefore granted and for the duration of the Licence Period the Licensee hereby undertakes and agrees with the Licensor as follows:

3.1 [prior to the start of the Licence Period to pay to the Licensor the Licence Fee in Full]

OR

[to pay to the Licensor the Licence Fee by way of monthly instalments in advance on the first day of each month by way of standing order]

3.2 not to park any Car[s] in any area within the Development other than in the allocated Car Parking Space[s] and in particular but without limitation not to park the Car[s] in any other part of the Car Park or within any roadway

3.3 not to park any Car[s] in any parking space set aside for disabled or accessible use other than with a valid "blue badge" prominently displayed

3.4 not to use any car parking space for any purpose other than for temporarily parking a single car

3.5 not at any time to obstruct or cause to be obstructed any parts of the Development (including without limitation any fire escapes or escape routes) or the entrances and roadways thereto and exits therefrom (including without limitation access and egress to and from the Car Park) and not to park or permit to be parked the Car[s] in such position as to prevent the free movement of other motor cars and vehicles through such entrances, roadways and exits and in the Car Park in general

3.6 not to do anything which may be or become a nuisance annoyance or inconvenience to the Licensor or the tenants or occupiers or adjoining premises or the occupiers or users of any other part of the Car Park, and to pay all proper costs, charges and expenses of abating a nuisance and executing all such work as may be reasonably necessary for abating a nuisance, and in particular not to create unnecessary or excessive noise or vibration or exhaust fumes in the Car Park

3.7 not to carry out nor allow any repairs (save for emergency repairs to the Car[s] in the event of a breakdown whilst in the car park) or maintenance works to the Car[s] in the Car Park or otherwise on the Development nor to wash or clean the same in the Car Park

3.8 to keep and leave the Car Parking Space[s] in a clean and tidy condition and free from oil waste and offensive matter or things whatsoever caused by the Licensee or the Licensee's employees, agents or visitors or invitees and to forthwith make good any stains caused to the Car Parking Space[s] by such use

3.9 not to allow oil cellulose or other inflammable material to be stored in the Car Park other than petrol and diesel fuel in the tank of the Car[s] for current use and not to decant petrol or diesel fuel from such tanks nor to fill the same in the car park

3.10 not to do or suffer any act or thing which may render void or voidable any policy of insurance effected by the Licensor (or any party having an interest in the Development or the Car Park superior to that of the Licensor) in respect of the Development or the Car Park or which may infringe any statutory rule order or regulation for the time being in force

3.11. not do anything on or in relation to the Car Parking Spaces[s] or Car Park that would or might cause the Licensor to be in breach of any obligations and conditions on the part of the Licensor contained in any deed or document relating to the Car Park or the Development or which would or might place the Licensor in breach of any statutory requirements

3.12 to comply with all rules, regulations, requirements and directions which may be made or given from time to time by the Licensor or its servants or agents in relation to the management of the Car Park including in relation to regulating the flow of traffic at the Development and controlling the parking of motor vehicles in the Car Park

3.13 not to assign or part with the benefit of this Licence or any part thereof provided that where the Licensee is a Riverside West Resident the Licensee may request that the Licensor grants a new car parking licence to any assignee of such Riverside West Resident's lease at the Development (the Assignee) on the same terms as this Licence for the remainder of the Licence Period (the Assignee's Licence), with any advance payments made by the Riverside West Resident in respect of the licence Fee being credited to the account of the Assignee in respect of the Assignee's Licence. Prior to completion of the Assignee's licence the Licensee shall provide to the Licensor evidence reasonably satisfactory to the Licensor that the Assignee is now a Riverside West Resident in place of the Licensee

3.14 forthwith to make good to the satisfaction of the Licensor all damage caused to the Car Parking Space[s] or Car Park or any part of the Development by the Licensee or its employees, agents, visitors or invitees

3.15 to indemnify and keep indemnified the Licensor from and against all costs, damages, claims, demands or liability whatsoever incurred by the Licensor and arising directly or indirectly from the use of the Car Park, the Car Parking Space[s], or to the accesses to and exits from the Car Park by the Licensee and its employees, agents, visitors or invitees

3.16 forthwith upon termination of this Licence to remove the Car[s] from the Car Park and to make good to the Licensor's reasonable satisfaction any damage caused to the Car Parking Space[s] leaving the same in a clean and tidy condition

3.17 to pay any Value Added Tax which may be chargeable from time to time in respect of the Licence Fee or any other monies payable hereunder

3.18 to display where asked to the Permit in a prominent position in the Car[s] at all times whilst the Car[s] is [are] in the Car Park

3.19 in the event that the Licensee loses the Permit prior to expiry of the Licence Period then the Licensee shall pay an administrative charge of £30 to the Licensor in return for a replacement

4. TERMINATION

4.1 If:

4.1.1. any monies payable hereunder shall remain unpaid for 7 days after the same shall become due, or

4.1.2 in the opinion of the Licensor, the licensee shall be in breach of any of the conditions or other obligations herein contained or referred to or any additional regulations or conditions imposed from time to time and notified to the Licensee in writing, or

4.1.3 the Licensor is required to terminate the arrangement by either Wandsworth Council or any other authority or body or by FIT Nominee Limited and FIT Nominee 2 Limited or their successors in title or assigns

then and in any such case the Licensor may forthwith terminate this Licence with immediate effect by notice in writing to the Licensee to that effect and such termination shall be without prejudice to the rights of the Licensor in respect of any antecedent breach of this Licence

4.2 [Notwithstanding clause 4.1 the Licensee may terminate this Licence by serving not less than one month's written notice to that effect on the Licensor, such notice to expire on an anniversary of the start of the Licence Period, and on the expiry of such notice the Licence Period will absolutely cease and determine but without prejudice to the rights of the Licensor against the Licensee in respect of any antecedent breach]

4.3 Following termination of this Licence the Licensee shall immediately remove the Car[s] from the Car Park and shall no longer have any right to and shall not park the Car[s] in the Car Parking Space[s] and if the Licensee shall not within 24 hours of the termination of this Licence remove the Car[s] from the Car Park then the Licensor shall be entitled (but not obliged) to remove and store the same and the costs of removal and storage shall be paid by the Licensee to the Licensor on demand

5. RENEWAL

5.1 The Licensor may notify the Licensee by email (to the email address set out in clause 1.1.) prior to the end of the Licence Period of the revised licence fee payable for a new period commencing on the date immediately following expiry of the Licence Period (the licence to be on similar terms to the existing licence).

5.2 If the Licensee wishes to renew this Licence then the Licensee shall reply to the Licensor's email correspondence accordingly and [pay the revised licence fee in cleared funds to the Licensor OR to pay the first monthly instalment due in respect of the revised licence fee]

5.3 Subject to the Licensee complying with clause 5.2 prior to the end of the Licence Period, the Licence Period shall be treated as having been extended by a similar licence period and the Licence Fee in respect of such period shall be treated as having been revised to the figure notified to the Licensee in accordance with clause 5.1 and this Licence shall otherwise continue in effect upon the same terms

5.4 For the avoidance of doubt, the Licensor is under no obligation to so notify the Licensee pursuant to clause 5.1 and if no such notification is given, or if the Licensee does not comply with the provisions of clause 5.2 prior to the end of the Licence Period, then this Licence shall automatically determine on the date of expiry of the Licence Period

5.5 The renewal provisions contained within this clause 5 may be repeated on a number of occasions

6. GENERAL

6.1 All motor cars and their contents are left at the motor car owner's risk and the Licensor and its agents shall not be responsible for any theft of or from the Car[s] or for the acts of neglects, defaults or misfeasance of any agent or employee of the Licensor not for any loss or damage which may be done to or suffered by the Licensee or the Licensee's employees, agents, visitors or invitees nor by reason of any act, neglect or default of any other tenant, licensee or occupier of the Development or their respective employees, agents, visitors, licensees or invitees

6.2 Any notice to be given hereunder shall (unless otherwise specified in this Licence) be sufficiently served if sent by first class recorded delivery post addressed to the party to be served, in relation to the Licensee at the address hereinbefore contained and in relation to the Licensor at the Car Park office (for the attention of the Car Park management) or such other address as either party may specify in writing to the other from time to time

6.3 **The Licence is personal to the Licensee only** and for the avoidance of doubt the parties hereto acknowledge that it is not intended to create any tenancy in respect of the Car Parking Space[s] or any part thereof nor shall the Car Parking Space[s] nor any part thereof be demised to or vested in the Licensee and the Licensee further acknowledges that this Licence does not confer on the Licensee the exclusive right to use or occupy any particular part or parts of the Development

6.4 No warranty is given or implied on behalf of the Licensor that the Car Parking Space[s] may lawfully be used for the purposes permitted by this Licence

6.5 The Licensor shall be entitled at any time at its sole discretion (on giving to the Licensee not less than 7 days' prior notice by email to the email address set out in clause 1.1) to allocate to the Licensee [an] alternative car parking space[s] and the alternative car parking space[s] shall become the Car Parking Space[s] referred to in clause 1.1. until a further reallocation is made by the Licensor, provided that whilst there shall not be more than [one] designated car parking space[s] at any one time then Licensee shall remain liable in relation to the previous car parking space[s] in relation to any breach of its obligations hereunder in relation thereto

6.6 The Licence and all rights and obligations hereunder shall be governed by English Law and the parties agree that the Courts of England and Wales will have exclusive jurisdiction in relation thereto