

RESIDENTIAL PARKING PERMIT TERMS & CONDITIONS - Town & Manor of Hungerford.

Definitions:

Car Park - means one of the car parks shown edged red on the Plan and car park means any one of those marked car parks.

Licence Fee - means the YEARLY sum of £ 80.00 (Eighty Pounds) including any VAT.

Licence Period - the period starting from date after day of request and payment completion and (unless terminated under clause 11.2) ending exactly 1 year after.

Plan - means the plan annexed to this licence.

Regulations - means the regulations annexed to this licence and any further reasonable regulations made from time to time by the Licensor for the safety, good management and control of the Car Park and notified in writing to the Licensee or displayed at the Car Park.

Space - means one of the spaces within the Car Park such space being suitable and of a sufficient

size for the parking of a private motor car and delineated by kerb stones as the Licensor may from time to time in his absolute discretion designate on 7 days notice to the Licensee and 'Space' means any one of those marked spaces. Accessway - means the road cross hatched black on the Plan, the use of which is necessary to obtain access to and egress from the Car Park and the Space, or those of them that afford reasonable access and egress thereto and therefrom and that the Licensor from time to time in its absolute discretion designates on 7 days notice to the Licensee.

VAT - means value added tax payable under the Value Added Tax Act 1994 (or any similar or equivalent tax payable instead of or as well as VAT).

Working Day - means any day that is not a Sunday, Christmas day, Good Friday or a statutory bank holiday.

Interpretation:

2.1 In this licence

a) the clause headings are for reference only and do not affect its construction

b) the word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party

c) the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'

d) the word 'today' refers to the date of this licence

e) general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters

f) an obligation not to do something includes an obligation not to cause or allow that thing to be done

g) obligations owed by or to more than one person are owed by or to them jointly and severally, and

h) references to the end of the Licence Period are to its expiry or sooner determination

2.2 In this licence unless otherwise specified

a) a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including directives,

decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body, and

b) a reference to particular legislation is a reference to that legislation as amended, consolidated or re enacted from time to time and all subordinate legislation made under it from time to time

3 Licence

3.1 In consideration of the Licence Fee and of the Licensee's obligations in this licence the Licensor grants to the Licensee a non-exclusive licence to park ONE private motor vehicle within a Space in the Car Park whilst the Licensee is owner of the Licensee's Property for the Licence Period. Parking within the Car Park must be within such Space as directed from time to time by the Licensor the

location of such Space being changeable on 7 days notice to the Licensee.

3.2 The Licensor also grants to the Licensee all rights of access over the Accessway as may be reasonably required for the exercise of the rights conferred by this licence. These rights are granted in common with all others entitled to similar rights and on condition that the Licensee does not obstruct or interfere with the rights of the Licensor or any other person so entitled.

4 Payments

The Licensee must pay to the Licensor the Licence Fee on the grant of this Licence

5 Licensee's obligations

5.1 The Licensee must

- a) pay the Licence Fee together with any VAT properly payable on it
- b) observe and perform the Regulations and comply with the terms of this Licence
- c) indemnify the Licensor against all costs expenses or other liability arising from the Licensee's exercise of its rights and/or any breach of its obligations under this licence and/or damage caused by the Licensee to the Space, the

Car Park or the Accessway

d) pay and discharge all rates and taxes (if any) payable in respect of the Space

6 Assignment or sharing

6.1 This licence is personal to the Licensee and the Licensee must not assign or purport to assign or deal with it in any other way.

6.2 The Licensee may allow a tenant of the Licensee's Property to use the rights conferred by this licence provided that such tenant occupies the Licensee's Property under an Assured Shorthold Tenancy.

6.3 For the avoidance of doubt the Licensee must not not share or allow any person other than the Licensee's Tenant of the Licensee's Property to use the rights conferred by this licence.

7 Breach of Licensee's obligations

If the Licenser gives written notice to the Licensee identifying a breach of the Licensee's Obligations including, for the avoidance of doubt, any breach of the Regulations under this licence then the Licensee must within 5 Working Days (or immediately in case of emergency) take all steps reasonably required to remedy that breach. In

case of default the Licensor may take all steps reasonably required to remedy the breach notified to the Licensee, and any costs expenses or other liabilities incurred by the Licensor in so remedying will be recoverable from the Licensee as a debt

8 VAT

8.1 Any obligation of the Licensee to pay any sum under this licence includes an obligation to pay any VAT properly payable in respect of the supply to which payment of that sum relates

8.2 Any obligation of the Licensee to repay to or reimburse the Licensor in respect of any expenditure incurred by the Licensor includes an obligation to repay or reimburse any VAT forming part of that expenditure

9 Interest

If the Licensee fails to pay any sum due under this licence within 5 Working Days after the due date (whether formally demanded or not) then the Licensee must pay to the Licensor interest on the sum at a rate of 3% above the base rate of the Bank of England for the period commencing on the due date and ending on the date of payment

(after as well as before any judgment)

10 Indemnity

10.1 The Licensee must indemnify and keep the Licensor indemnified against all liability arising directly or indirectly from the exercise of the rights conferred by this licence and any breach of the Licensee's obligations under this licence and for the avoidance of doubt that includes indemnifying the Licensor against all liability arising directly or indirectly from the exercise of the rights conferred by this licence by any tenant of the Licensee.

10.2 The Licensee must pay to the Licensor on demand, and indemnify the Licensor against, all costs and expenses of professional advisers and agents, including any VAT, incurred by the Licensor in connection with the preparation, negotiation and completion of this agreement.

10.3 The Licensor may and will, if so requested by the Licensee, enforce the obligations on the part of the Licensee of every Space and the Licensee will repay to the Licensor on demand the full amount of all costs and expenses of the Licensor of doing this and must provide, before any step to

enforce those obligations is taken, such security for the Licensor's costs and expenses as the Licensor may reasonably require

11 Termination

11.1 This licence will automatically terminate at the end of the Licence Period

11.2 If the Licensor reasonably considers the Licensee or any tenant of the Licensee to be in material breach of any of its obligations under this licence which, for the avoidance of doubt, includes a breach of the Regulations then the Licensor may give written notice to the Licensee outlining the breach and instructing the Licensee to rectify the breach within 14 days of the date of the Licence. If the breach is not rectified by the end of the 14th day then the Licensor shall be entitled to terminate this licence with immediate effect. No refund of the Licence Fee will be paid in this event.

11.3 Termination of this licence will not release the Licensee from its obligation to pay the Licence Fee and any other sums due under this licence up to the end of the Licence Period

11.4 This Licence will automatically terminate on

transfer of the Licensee's Property to any other party.

11.5 Refunds of the unused proportion of the Licence Fee in the event of transfer of the Licensee's Property will only be calculated in periods of whole months.

12 Relocation

If any time the Licensor shall wish to relocate, vary or alter the whole or part of the Car Park, the Space or the Accessway for any reason then after the expiry of 7 days prior written notice (during which time the Licensor shall endeavour to agree with the Licensee an alternative position) the Licensor shall relocate or alter the position of the Car Park, the Space or the Accessway and this Licence shall then pertain to the altered Car Park, Space or Accessway

13 Service of notices

13.1 Any Notices under this Licence can be served on the Licensor at The Town and Manor of Hungerford c/o The Town Hall, Hungerford, Berkshire by first class special delivery post or such other address as the Licensor may from time to time notify the Licensee.

13.2 Any Notices under this Licence can be served on the Licensee at the Licensee's Property by first class recorded delivery post or a Notice will be properly served if delivered personally to the Licensee

14 Licensor's liability

14.1 The Licensor will not be liable to the Licensee or any other person for any obstruction, damage injury or liability caused by any other person using the Car Park or Accessway.

14.2 The Licensor gives no warranty that the Car Park or Accessway is legally or physically fit for the purposes specified in clause 3.

15 No tenancy

The Licensee acknowledges that this licence does not confer a right of exclusive possession in respect of any part of the Car Park or of the Spaces. Nothing in this licence is intended to create a tenancy and at the end of the Licence Period how so ever determined neither the Licensee or any tenant of the Licensee will have no right to remain at or use the Space, Car Park or Accessway and the Licensor is not obliged to grant another licence to the Licensee.

16 Arbitration

Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator appointed by the President of the Chartered Institute of Arbitrators.

17 Third parties

Nothing in this licence is intended to confer any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

Regulations

The Licensee must

- a) park in an orderly manner within the Space and keep the Space clean and tidy
- b) use all reasonable endeavours to prevent oil or grease accumulating on the surface of the Car Park or the Space
- c) use the Car Park, Space and Accessway only for the purposes authorised by this licence

d) comply with all legislation relating to the Car Park Space and Accessway in the exercise of the rights granted by this licence

e) give to the Licensor on the grant of this licence the name of the owner of the car and the make model and licence plate details of the car and the Licensee must notify the Licensor in writing of any change in those details within 10 working days of the change being made. Failure to notify the Licensor will constitute a breach of the terms of this licence.

The Licensee must not

a) deposit rubbish or litter on the Car Park, Space or Accessway and must not bring onto or keep on the Car Park, Space or Accessway any motor fuel, lubricating oil, coolant or other toxic material that might leach into the ground and poison the grazing land of the Common BUT for the avoidance of doubt materials inside the fuel tank, sump and engine of a car can be brought onto the Car Park, Space or Accessway as long as they are not allowed to leak from the car.

b) do anything that may cause the Licensor's

policy of insurance (if any) in respect of the Car Park or Accessway to become void or voidable or that increases the premium payable in respect of it. If any act or omission on the part of the Licensee results in an increased premium the Licensee must pay to the Licensor a sum equal to that increase on demand

c) undertake any major maintenance or repair of any vehicle in the Car Park or on the Space, BUT for the avoidance of doubt, car cleaning, minor maintenance and/or emergency repairs will be allowed as long as no materials of a harmful nature are allowed to pollute the ground of the Car Park or Space.

d) display any signs or notices at the Car Park, Space or Accessway without the prior written consent of the Licensor

e) use the Car Park, the Space or the Accessway in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Car Park, Space or Accessway or any adjoining or neighbouring property or to the owners, occupiers or users of any adjoining or neighbouring property or Space

f) in any way impede the Licensor, or his officers, servants or agents, in the exercise of its rights of possession and control of the Car Park and/or Accessway and every part of them

g) allow any vehicles with a Maximum Authorised Mass exceeding 3500KG and with no more than 8 passenger seats to park on the Space or Car Park or Accessway or use the Accessway for deliveries

h) allow any tradesman to park anywhere other than on the Space and in the event that a tradesman is required by the Licensee to undertake work at the Licensee's property, then that tradesman must park in the Space and the Licensee must park their car in an alternative place and for the avoidance of doubt this should not be on the Car Park, Space or Accessway.

i) allow any vehicle within its implied or actual control at any time to block the Accessway.