

## Residential Parking Facilities Terms and Conditions

## A. General Conditions

- At the start of the licence you must pay us at least four weeks rent in advance. If this rent account or any other account you have with City of London falls into arrears the use of the parking facility will be terminated.
- 2. The licence allows you to park the vehicle identified on your parking permit unless you have written permission from an REM to park another vehicle.
- 3. You will be provided with a parking permit which must be clearly visible in the windscreen of your vehicle when using the facility. If your permit is not clearly visible or not displayed we will treat your vehicle as unauthorised and it will be clamped and you will be responsible for any parking penalties that result. The Rents Office or Estate Staff will issue you with parking permits which will allow you to park "Various" vehicles in the various spaces you will be using.
- 4. The licence is separate from any other agreement you have with us whether we combine the fee for this licence with other charges or not.
- 5. The licence to use the parking facility applies only to you. Exceptions have been made in your case to allow your staff to use the facility on your behalf.
- 6. We will remove or clamp any motor vehicle which we believe is illegally, dangerously or inappropriately parked. Cars must be parked in the outlined bays within the facility. Parking in any other area of the car park is prohibited.
- 7. We reserve the right to transfer you to another parking facility if we need to carry out essential repairs; we can transfer you without giving notice.

- 8. The licence can be terminated by either party at any time **provided one week's written notice is given**. The notice must end on by 10.00am on a Monday and must be given no later than the Monday before the licence is due to end. If you fail to give a week's notice then you will still be liable for that week's rent.
- 9. Your termination notice should be addressed to:

City of London
Department of Community & Children's Services
Rents Section
Barbican Estate
3 Lauderdale Place
London, EC2Y 8EN

Or you can email the rents team on: dcs-rents@cityoflondon.gov.uk.

If we give you notice to terminate your licence it will be addressed to your current or last known address and if sent by Registered post assumed to have reached the relevant person, unless it is returned by the Post Office. Notices issued by us may also be delivered by hand by estate based staff.

10. We may increase or decrease the weekly charge by giving you at least one week's written notice. The notice will include the date when the change will take place.

## B. What you must do

- 1. You must pay the licence fee on the 5<sup>th</sup> or 20<sup>th</sup> day of each month by Direct Debit. The payment will cover the month to come. The payment will include water rates and VAT, if applicable. A Separate Direct Debit mandate will be needed for each individual car space you will be using, so these will need to be completed and returned to the Rents Section to be set up on the system.
- 2. As a commercial user of the Holloway Estate parking you will also be charged non-domestic rates, for which you will be invoiced separately by the Chamberlain's Department.
- 3. You must sign an acknowledgement to confirm you have received all keys and entry cards for this licence. You must return all keys and entry cards to the estate office on or before

10am on the day the licence ends. You will have to pay a refundable £50 deposit for keys or magnetic entry cards issued. You will be liable for the full cost of replacing lost, stolen or damaged keys/cards. If you require any additional keys you should request these from the Resident Estate Manager.

- 4. You use the parking facility at your own risk. We shall not be responsible for injury, damage to any vehicle, or loss of any item(s), left on or in the vehicle arising from the use of your parking facility.
- 5. You must pay for the cost of all damages and expenses on claims from others which result from you using the parking facility. You must also cover all costs and expenses we have to pay as a result of you resisting these claims.
- 6. You will be responsible for the cost of repairing any damage you cause to the parking facility or its fittings.
- 7. You must drive or ride any motorised vehicle in a lawful and careful manner whilst on any estate roads or parking areas.
- 8. You must make sure that all gates and entrances are securely locked when entering or leaving the parking area to ensure that the parking control systems are not compromised.

## C. What you must not do

- 1. You must not do anything or allow anyone else to do anything which may cause a nuisance when using the parking facility.
- 2. You must not change any fittings attached to the parking facility or the parking area, without our written permission.
- 3. You must not park your vehicle outside the parking facility for longer than you need to enter or leave the facility nor must you park in any other space including visitors' bays.
- 4. You must not do anything which will affect our insurance policy by contravening any of the regulations contained in this document.
- 5. You must not store petrol or other flammable liquid on the parking facility or in the parking area.

- 6. You must keep to all regulations and insurance conditions relating to storing flammable oils or substances. You must not change your vehicle's engine oil in the parking area, or carry out any kind of repairs to your vehicle.
- 7. You must not wash your vehicle in the parking facility or parking area unless you have written permission to do so by an REM.