

Cottingham Close

RMO

Every voice counts

Garage and Parking Policy

FINAL

January 2022

1. Introduction

Under the modular management agreement, Cottington Close RMO (“CCRMO”) is responsible for the management of parking and garages on Cottington Close Estate.

2. Policy

This policy applies to all Lambeth Council tenants and leaseholders registered at Cottington Close Estate.

The aim of this policy is to make sure that the allocation of garages is fair and equitable and that occupation by residents on Cottington Close Estate is in accordance to the terms and conditions set out by the landlord, Lambeth Council.

3. Garages

There are fifteen garages in total on the Estate. Six are based by Adam Court with nine based at Dumain Court.

3.1 Offer of a garage

CCRMO will maintain a waiting list. Once a garage is made available, the first person on the waiting list will be offered the garage. With the offer of a garage, the following conditions are applied:

- have a clear rent or service charge account (no arrears)
- keep a car in your garage – we CCRMO will not let garages for storage purposes
- production of up-to-date vehicle documents including vehicle registration, MOT and insurance
- rents are for a minimum of six months - if you want to end the rent of your garage you must give us 28 days written notice.

3.2 Acceptance of a garage

On acceptance of the offer, the licensee of the garage must abide by the terms and conditions set out below.

Garage License Terms and Conditions

3.2.1. Residents with a garage will not be entitled to park in a bay but will be allowed to unload.

3.2.2 Subject to Clause 3.2.29, the license shall be for a minimum period of 6 months and may be terminated at the end of this period on any Monday thereafter by CCRMO or the tenant giving 4 weeks’ notice in writing. The keys of the garage must be returned to CCRMO in person or by Recorded Delivery or Registered Post before 12 o'clock on the Monday after on which the notice expires.

3.2.3. Garages may vary in size. Viewing of garage interior prior to letting the garage out is not possible, although if a garage is found by the licensee not to be suitable for their purposes, by reason of condition, size or location, the licence may be cancelled, and the six month rental requirement waived if the keys are returned CCRMO within 72 hours of the signing of the agreement.

3.2.4. The rent is due in advance on Monday in each week and must be paid using one of the methods set out on the accompanying sheet entitled 'Easy Ways to Pay Your Garage Rent.'. The rent may be paid periodically, including monthly, provided this is paid in advance and provided no arrears are accrued. Rates and taxes will be paid by Lambeth Council, provided the rent is paid.

3.2.5. Rent charges are currently **£19** per week for Lambeth Council tenants, **£22.50** for leaseholders of Lambeth Council. The rent is liable to alteration, but 14 days written notice of any such change will be given. The licensee at the expiry of the notice period shall be deemed to have agreed to the substitution of the altered rent for the rent previously paid, and will be subject to the continuance of the tenancy on the new, substituted terms and conditions. Due to a shortage of garages on the Estate, CCRMO will only let garages to residents living on Cotington Close Estate.

3.2.6. At the end of the license, the licensee shall deliver up the garage with all fixtures and fittings, in a good and lettable state of repair and condition (subject to fair wear and tear), complete with all locks and keys,-belonging to CCRMO.

3.2.7. Where written notice is given and the keys are not returned, the licensee shall continue to be liable for rent charges until the keys are received. If the keys are not or cannot be returned, the licensee may be charged the cost of the lock change; and the cost of replacement communal access keys, this sum to be debited from their rent account. Leaseholders will be invoiced. The current cost of the garage lock change is **£120**. The cost of replacement 'FB' access keys is **£20**. The cost of replacement 'Gerda' keys is **£50**. All charges are all liable to alteration without further notice as suppliers' costs may vary.

3.2.8. If, the garage is found to be in a dirty condition when the licensee vacates and requires special cleaning (including the removal of rubbish), the licensee shall pay the cost of such cleaning. The same will apply to leaseholders.

3.2.9. Goods found in the garage at the end of the license are regarded as abandoned and will be disposed of after one calendar month. Where a repossessed garage is found to contain a vehicle or other goods subsequently claimed by the licensee, a weekly charge equivalent to the weekly rent may be levied for use & occupation, to be debited from their garage rent account.

3.2.10. The licensee shall not fix to the garage or any part of it, notices, wires, lamps, shelving, cupboards, benches, tools or other attachments of any kind, and shall not make any alterations to the garage or carry out or permit to be carried out, any work for providing the garage with any form of heat, light, power or energy unless this is approved by CCRMO. Any installation so carried out shall be maintained by the licensee to the satisfaction of CCRMO.

3.2.11. The garage shall only be used for the purpose of housing the licensee's private motor car or motor cycle. The garage is not to be used, to store household goods, commercial stores, builder's materials or tools, except for those necessary for the maintenance of the licensee's motor vehicle, nor is it to be used for human residence or for the housing of animals of any kind.

3.2.12. No gas bottle, cylinder or tank intended for domestic heating, for oxyacetylene welding or any other use is to be stored in the garage. Except for quantities in the tanks of the licensee's motor car or motor cycle, storage of any petrol whatsoever or more than five gallons of lubricating oil is strictly prohibited. The licensee must dispose of used oil and other motor vehicle fluids in a clean, safe and lawful manner.

3.2.13. The licensee must not run the engine of their vehicle inside the garage except where necessary for the removal of the vehicle from the garage, or to park the vehicle inside the garage.

3.2.14. No repair work of any kind shall be carried out in the garage or on any adjoining land belonging to the Council except for simple maintenance works on the tenant's motor car or motor cycle. Its use for any other purpose, including use as a shop or workshop or in conducting commercial activity of any sort is strictly prohibited.

3.2.15. The license shall abide at all times by the regulations relating to parking on Lambeth Council estates. Details of local restrictions and regulations may be obtained from CCRMO.

3.2.16. The tenant shall not block access to the garage, garage forecourt or service roads to the garages with vehicles or other items. The forecourt and approach is to be kept clear and clean at all times..

3.2.17. The licensee must not interfere in any way with estate or communal electric lighting installations and fittings belonging to the Council. Any defects should be reported at once to CCRMO Estate Office.

3.2.18. CCRMO, its agents or contractors, shall be free to enter the garage to inspect its state of repair and to carry out repairs if needed, or for any other necessary purpose, at all reasonable hours of the day.

3.2.19. CCRMO undertakes to keep the garage structure, door and lock in a reasonable state of repair, but cannot guarantee that the garage shall be kept entirely weathertight (from rain) at all times.

3.2.20. The licensee must notify CCRMO immediately of any repairs, defects or damage to the garage. All garage repairs shall be completed within 30 working days, by CCRMO unless, in the opinion of CCRMO, there is an immediate risk to the health and safety of the tenant or the general public, in which case an emergency repair can be carried out to make the garage safe within 48 hours or as resources permit.

3.2.21. The licensee shall relocate the garage contents at their own expense if the licensee considers they are at risk of loss or damage while the garage is awaiting repair. CCRMO may apply to LB Lambeth to provide a refund of rent for any period exceeding one week where, in the CCRMO's opinion, the garage is beyond reasonable use pending completion of the repair; however, no refund can be provided where the tenant continues to make full or partial use of the garage during this time.

3.2.22. CCRMO shall provide the keys to and shall be responsible for the maintenance of a single lock to the garage at the start of the license. The licensee shall be liable for the replacement of the lock at their own expense where the keys are lost.

3.2.23. The licensee shall repay to CCRMO the cost of repairing any damage done to the garage or to the fixtures or fittings,(that were in place when the garages were let e.g. shelves) including the breakage of window glass and the replacement of locks and keys where the damage is not caused by reasonable wear and tear.

3.2.24. No naked flame or glowing or incandescent material is permitted in the garage. The licensee shall not do or permit any act whereby any policy of insurance against loss or damage by fire by or

on behalf of Lambeth Council or CCRMO. may become void or voidable or whereby the premium payable in respect thereof may be increased, or whereby any statutory provision or provision contained in any regulation made by any duly constituted authority with regard to the storage and use of petrol and other explosive or inflammatory oils or substance are contravened.

3.2.25. The Council and CCRMO accept no liability for damage or loss to vehicles or other items stored in the garage. The tenant must insure the garage contents against fire, flooding, theft and vandalism and meet the costs of any insurance premiums arising.

3.2.26. The licensee shall not do or permit to be done in connection with his occupation of the garage anything which, in the opinion of CCRMO, may be or may become a nuisance or annoyance to or in any way interfere with the quiet or comfort of the residents of the housing estate or of any other person.

3.2.27. The licensee shall not assign the garage to another or sublet the premises or any part of it without the prior written approval CCRMO. Upon the death on the tenant, the license shall be ended.

3.2.28. Any notice under this agreement shall be in writing and any notice to the licensee shall be sufficiently served if addressed to him and attached to the garage or sent to him by post or left at his last known address, and any notice to the Council or CCRMO shall be sufficiently served if delivered to the Estate Office.

3.2.29. If a licensee fails or neglects to observe any of these conditions, the Council and/or CCRMO may at any time summarily end their tenancy without prejudice to any causes of action that may have accrued at the date of termination.

3.2.30. The Council and/or CCRMO reserve the right to amend the terms of this agreement from time to time by giving two weeks' notice in writing.

3.4 Permits for garage users

Garage users will be issued with their own permit. This will enable them to be able to park in spaces to unload/load their vehicles (maximum waiting time of 10 minutes) only.

However, outside of loading/unloading their vehicles, residents with a garage permit will not be allowed to leave their vehicles in resident's bays.

4. Parking Bays

There are currently two types of parking bays available on Cottington Close Estate, residents and visitors.

The table below summarises the number of available bays for residents and visitors.

Area	Number of residents bays	Number of visitors bays
Opal Street	Eight	Four
Portia Court	Fifteen	One

Falstaff Court	Twenty-six	Zero
Fontenoy House	Seventeen	Zero
Arial Court	Four	Zero
Isabella	Six	One
Double yellow lines	Thirteen	
Grand Total	Seventy-six	Six

4.1 Double Yellow Lines

Due to a limited number of parking bays that are available, CCRMO offers residents the opportunity to park on double yellow lines. There will be a charge (£3 a week). No permits are issued. Instead, vehicles parking on double yellow lines are added to the exemption list and automatically added to the waiting list for a bay. This arrangement is subject to the provision of the documentations required under 4.3.

4.2 Visitors bays

All residents of the Estate will be offered all-day passes (@ £1.50) which they may give to their visitors. The permits will be in the form of a scratch card. The user will need to scratch off the day, month, and year. Unscratched permits will be valid for two years.

Whilst the visitors bays (1,2,and 3) can be used. Visitors can also park on double yellow lines.

All users must write their vehicle registration details on the permit.

All permits must be visibly displayed in the window of the vehicle.

Any permits that aren't visible (due to slippage) will be at risk of being ticketed. Should this happen, the owner of the vehicle will need to pay a penalty fee.

Visitors must not park on cross hatches nor residents' bays.

All users of a visitors parking permit must abide by the terms and conditions on the permit. This includes not selling on permits nor giving permits away for people to park on the Estate and to go venues outside the Estate.

4.3 Resident bays

These bays are reserved for residents named on the agreement with the Council (tenancy or leasehold). Only long-term tenants or leaseholders will be allocated a bay. A permit is required to park in an allocated parking space. The cost is £3 per week and residents will be asked to pay in advance either in 3 months (£39), 6 months (£78) or one year (£156).

Where a resident has two bays (see 4.3), they will not be able to pay for more than three months in advance.

A residents' parking permit will be issued on provision of:

- valid insurance document with the resident as the named driver

- a log book or V5 document displaying an address on Cottington Close Estate (for company cars – see section 6 – company headed paper addressed to CCRMO, authorising use of vehicle)
- a valid MOT
- a valid road tax

These documents will have to be provided each time a permit is renewed. Residents are encouraged to purchase a long term permit (six-month or one-year).

Where there is a bollard in the parking space, the resident is encouraged to use it to prevent other users from parking in their allocated bay.

The Estate Office reserves the right to contact residents not using their bollards to remind them to use it in future.

If after the third letter the bollard isn't used, CCRMO reserves the right to remove the bollard so that it can be allocated to residents who need them.

Permits are non-transferrable and must be displayed or residents risk receiving a ticket.

In the event a courtesy car is required by a resident, the company providing the car will need to provide confirmation of its use. This must be on a headed letter addressed to Cottington Close RMO from the company providing the car confirming their use of the vehicle and will need to include:

- Full name of the resident
- Address of the resident
- Vehicle detail
- Duration of time

Loss of permits will attract a £30 replacement charge.

5. Contractors

Any company contracted to work on behalf of a residents (i.e. on jobs not issued by CCRMO), will be need to provide their vehicle registration details so that they can be exempted. They will be encouraged to park on the double yellow lines.

6. Company Vehicles

In addition to the documents required in 4.2 above, Residents will be asked to provide documentation on the company's letter head providing consent to use their vehicle.

7. Cross hatches

Nobody should ever park on cross hatched areas.

Residents should abide to this rule since cross hatches are reserved for emergency vehicles or waste removal vehicles.

Any vehicles or parts of the vehicle (e.g. rear wheel in cross hatch but not front wheel) parked either in the cross-hatch areas will be subject to a ticket.

8. Arrears

Households in rent or service charge arrears of more than 1 week's rent and/or 1 month service charge with a court order will not be entitled to an estate parking permit.

9. Statutory Off-Road Notification ("SORN")

Residents seeking to apply for a statutory off-road notification will need to give up their bay or garage before applying.

10. Waiting times

A ten-minute waiting time will be granted to residents with a resident parking permit or garage parking permit. Any vehicles without a permit will face the risk of receiving a ticket.

11. Hours of operation

The hours of operation will be noted on the signs on the Estate and should be 24 hours a day

12. Exemption from permits

The following vehicles are exempt from tickets:

- Diplomatic vehicles with a "D" or "X" plate
- Disabled badge holders
- Emergency vehicles
- Vehicles involved in statutory duties e.g rubbish collection
- British Medical Association ("BMA") or Health Emergency Badge ("HEB")
- Mini cabs picking up or dropping off
- Post Office vehicles engaged in Royal Mail deliveries or collections
- A hearse or other undertakers' vehicle actively engaged in statutory functions