

PERMIT PARKING SCHEME

BACKGROUND

1.1 The Council has entered into a Lease with St Peters Church to Lease the Land unofficially known as the St Johns Car Park. This Lease commenced on 1 February 2018.

1.2 The Council has negotiated an increase in the number of parking spaces in the Lease to a maximum of 31. 10 of these to be used for Residents Parking by the way of Granting a Licence – the standard Licence in the Lease is at Schedule 1 to this Scheme

THE SCHEME

- The Scheme is open to all Belper residents to apply for a permit
- Available permits will be advertised on the Town Council's noticeboards and on its website – www.belpertowncouncil.gov.uk
- Applications for a Permit must include evidence of residential address and ownership of the vehicle to be parked
- Permits will be issued by random selection from the total applications received by the closing date for applications
- Permits to cost £303
- A maximum of 10 permits will be issued at any given time
- Permits will be issued on a year by year basis
- Current Permit Holders will be given an opportunity to renew the Permit for a further year before expiry of the Permit
- Permit holders must display the Permit in the windscreen of the vehicle whilst parked in the Car Park
- The Scheme to commence on a date to be decided but not before September 2018

DATED

CAR PARKING LICENCE

relating to the area known as St Johns Chapel Car Park

between

Belper Town Council

and

Party 2

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This licence is dated [DATE]

Parties

- (1) Belper Town Council of The Chapel, The Butts, Belper, Derbyshire, DE56 1HX
(Licensor)
- (2) [[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS]] (Licensee)

1. Interpretation

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

[Accessways]: the roads and vehicle ways shown coloured [COLOUR] on the Plan or such other roads and vehicle ways as may be designated by the Licensor.]

Car: one [motor car OR small van (not exceeding 3.5 tons in weight)] which belongs to the Licensee.

Car Park: the car park [shown edged [COL OUR] on the Plan].

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Lease: a lease dated 1 February 2018 and made between (1) The Derby Diocesan Board of Finance Limited acting by St Peter's Parochial Church Council as its Managing Trustee and (2) Belper Town Council.

Licence Fee: the amount of [AMOUNT] POUNDS per annum or such other amount as the Licensor in its absolute discretion may from time to time determine on giving one months' written notice.

Licence Fee Commencement Date: [DATE].

Licence Period: the period from and including [DATE] to a date on which this licence is determined in accordance with clause 4.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: the parking of the Car for private purposes.

Plan: the plan attached to this licence.

Space: the parking space in the Car Park numbered [NUMBER] on the Plan or such other parking space as may be allotted to the Licensee pursuant to clause

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** excludes fax and email.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.10 Any obligation in this licence on a person to do something includes an obligation to ensure that any person under [its **OR** their] control complies with that obligation.
- 1.11 References to clauses are to the clauses of this licence.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of the the Licensee] under this licence are joint and several.
- 1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Licence to park

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to use the Space for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the Licensee's use of the Space for the Permitted Use) together with access over the Accessways and Car Park to and from the Space.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall use the Space as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
 - (b) the Licensor retains control, possession and management of the Space and the Licensee has no right to exclude the Licensor from the Space;
 - (c) this licence is personal to the Licensee and is not assignable and the rights given in clause 2.1 may only be exercised by the Licensee; and
 - (d) without prejudice to its rights under clause 4, the Licensor shall be entitled at any time on giving not less than 28 days' notice to require the Licensee to transfer to an alternative space elsewhere within the Car Park and the Licensee shall comply with such requirement.

3. Licensee's obligations

The Licensee agrees and undertakes:

- 3.1 To pay to the Licensor the Licence Fee payable without any deduction in advance on the first day of each month and proportionately for any period of less than a month the first such payment being for the period from and including the Licence Fee Commencement Date to the end of the month following such date to be made on [DATE] together with such VAT as may be payable on the Licence Fee.
- 3.2 To keep the Space clean, tidy and clear of rubbish, and not to deposit rubbish in the Car Park.
- 3.3 Not to use the Space other than for the Permitted Use.
- 3.4 Not to allow any other person to use the Space.
- 3.5 To give details on the Licensor's request of the registration number of the Car using the Space.
- 3.6 Not to make any alteration or addition whatsoever to the Space.

- 3.7 Not to display any advertisement, signs or notices at the Space.
- 3.8 Not to do on or in the Space anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property or any occupier of the Car Park.
- 3.9 Not to cause or permit to be caused any damage to:
 - (a) the Space ,Car Park or any neighbouring property; or
 - (b) any property of the owners or other occupiers of the Space ,Car Park or any neighbouring property.
- 3.10 Not to obstruct any of the entrances to or exits from the Car Park or any other parking spaces in the Car Park.
- 3.11 Not to take into or keep on or in the Space any motor fuel or lubricating oil except that inside the fuel tank and engine of the Car.
- 3.12 Not to maintain, repair (except mechanical repair in cases of breakdown or other emergency) or clean the Car or refill the petrol tank of the Car on or in the Space.
- 3.13 Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Space, or any statutory provision, regulation or bye-laws made by a Competent Authority with regard to the parking or use of motor vehicles.
- 3.14 Not to do anything that will or might vitiate in whole or in part any insurance effected by the Licensor or any other person in respect of the Space, Car Park or any other property from time to time or cause the premium to increase.
- 3.15 To ensure that all security barriers or gates at the entrances to and exits from the Car Park are operated correctly and closed after use.
- 3.16 To observe any reasonable rules and regulations which the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Car Park.
- 3.17 To leave the Space in a clean and tidy condition and to remove the Car and any other property from the Space at the end of the Licence Period. If the Car or any other property is not removed within 28 days of the end of the Licence Period, the Licensor may dispose of it in any manner that the Licensor deems fit without incurring any liability whatsoever to the Licensee.
- 3.18 To return to the Licensor any keys or control cards to any security barriers or gates to the Car Park when this licence ends.

- 3.19 To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- (a) this licence;
 - (b) any breach of the Licensee's undertakings contained in clause 3; and/or
 - (c) the exercise of any rights given in clause 2.
- 3.20 The Licensee must not do anything on or in relation to the Space that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease.

4. Termination

- 4.1 This licence shall end on the earliest of:
- (a) [DATE ON WHICH LICENCE TO END;]
 - (b) the Licensor giving notice to the Licensee to terminate this licence with immediate effect if the Licensee breaches any of the obligations contained in clause 3; and
 - (c) expiry of not less than 28 days' notice to terminate given by either party to the other.
- 4.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

5. Notices

- 5.1 Any notice [or other communication] given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:
- (a) to the Licensor at: [ADDRESS] and marked for the attention of [NAME OR POSITION]; and
 - (b) to the Licensee at: [ADDRESS] and marked for the attention of [NAME OR POSITION],
- or as otherwise specified by the relevant party by notice in writing to each other party.
- 5.2 Any notice [or other communication] given in accordance with clause 5.1 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice [or other communication] is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

5.3 A notice or other communication under this licence shall not be validly given if sent by email.

5.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6. No warranties for use or condition

6.1 The Licensor gives no warranty that the Space possesses the Necessary Consents for the Permitted Use.

6.2 The Licensor gives no warranty that the Space is physically fit for the purposes specified in clause 2.

6.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 6.1 or clause 6.2.

6.4 Nothing in this clause shall limit or exclude any liability for fraud.

7. Limitation of Licensor's liability

7.1 Subject to clause 7.2, the Licensor is not liable for:

- (a) the death of, or injury to, the Licensee [or the Licensee's employees];
- (b) any theft, damage, destruction or loss of the Car or its contents;
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee [or the Licensee's employees] in the exercise or purported exercise of the rights granted by clause 2; or
- (d) any loss or damage suffered by the Licensee as a result of any cause beyond the Licensor's control that prevents the Licensor from using the Space or any difficulty or interruption in obtaining access to the Space by reason of temporary works of repair, maintenance or renewal of the Accessways and Car Park.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. Third party rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

9. Governing law

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.