

Birmingham City Council

GARAGE RENTAL – TERMS AND CONDITIONS

Document Control

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1. Introduction

These Terms and Conditions apply to all individuals renting a Council-owned garage from Birmingham City Council (“the Council”).

These Terms form part of the Garage Licence Agreement and must be read in conjunction with that Agreement.

2. Nature of the Garage

2.1 Council garages are non-habitable structures and are not designed to be windproof or weathertight.

2.2 Minor water ingress, damp, condensation, and environmental exposure may occur.

2.3 Garages are provided primarily for vehicle storage and associated lawful storage.

3. Rent and Payments

3.1 Rent must be paid in advance in accordance with the Garage Licence Agreement.

3.2 Rent is payable regardless of the condition of the garage.

3.3 Failure to pay rent may result in termination of the license.

3.4 The Council reserves the right to vary rent by providing at least four weeks' written notice.

3.5 Garage charges are not eligible for Housing Benefit.

3.6 No individual may normally hold more than three Council garages at any one time unless expressly authorised by a Manager.

3.7 For Council housing tenants, VAT will not be applied to the first two garages. A third garage will be subject to VAT in accordance with current legislation.

3.8 Private applicants and homeowners will be subject to VAT on all garages rented.

4. Use of the Garage

4.1 The garage may only be used for: - storage of a privately owned motor vehicle; and/or - storage of personal household items.

4.2 The garage must not be used for: - business or commercial purposes; - residential occupation; - storage of hazardous, flammable, explosive, or illegal materials; - mechanical repairs causing nuisance; - subletting or assignment; - any unlawful or anti-social activity.

4.3 The Licensee must not obstruct access to neighbouring garages or communal areas.

4.4 The Licensee must not park any vehicle, trailer, caravan, or store any items on the forecourt or any communal area of the garage site. Any such obstruction may be removed by the Council and the associated costs recharged to the Licensee.

4.5 Council garages are not supplied with water, electricity, gas, or any other utility services. Garages are designed for vehicle parking and basic storage only and are not suitable for activities that require power, lighting, heating, or running water.

4.6 For safety and legal reasons, the Licensee must not:

- connect electricity or water from neighbouring properties or nearby buildings
- install electrical wiring, lighting, sockets, or other electrical equipment
- operate generators, batteries, fuel-powered equipment, or any other device intended to provide power to the garage
- install solar panels or any alternative energy system
- connect hoses, pipes, or any other water supply to the garage

These restrictions are necessary to reduce fire risks, carbon monoxide hazards, flooding risks, and unauthorised alterations to Council property.

4.7 Where the Council identifies unauthorised utilities, equipment, or connections, it may:

- require the immediate removal of the installation
 - arrange for the installation to be removed and recharge the cost to the Licensee
 - take enforcement action in accordance with the Garage Licence Agreement and these Terms and Conditions.
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5. Maintenance and Repairs

5.1 The Council will consider repairs to the structure of the garage, including roof, walls, doors, and locks.

5.2 Garage repairs are treated as non-urgent unless there is a health and safety risk.

5.3 The Council will only carry out repairs where it considers them reasonable and economical.

5.4 The Licensee must: - report repairs promptly; - provide access for inspection or works; - ensure the garage is emptied where necessary for repairs.

5.5 The Licensee has no right to withhold or reduce rent due to disrepair.

6. Security and Keys

6.1 The Licensee is responsible for keeping the garage secure at all times.

6.2 The Licensee is responsible for replacing lost or damaged keys and locks unless damage is caused by the Council.

6.3 The Council is not responsible for theft or vandalism.

6.4 The Licensee must ensure that all communal gates, chains, padlocks, and access controls are kept locked and secured at all times. Access codes and keys must not be shared with any person who is not an authorised garage tenant. Where security is compromised due to misuse, negligence, or unauthorized sharing of access details, the Council may arrange for lock or code changes and recharge the associated costs to the Licensee.

7. Liability and Insurance

7.1 All items and vehicles are stored at the Licensee's own risk.

7.2 The Council accepts no liability for: - damage caused by damp, condensation, or water ingress; - theft, vandalism, or deterioration; - loss of use of the garage.

7.3 The Licensee is responsible for arranging appropriate insurance.

7.4 Nothing in these Terms excludes liability where it cannot lawfully be excluded.

8. Access and Inspection

8.1 The Council may access the garage at reasonable times for inspection, repair, maintenance, or management purposes.

8.2 Emergency access may be exercised without notice.

9. Ending the Licence

9.1 Either party may terminate the license by providing at least 7 days' written notice.

9.2 Rent remains payable until keys are returned.

9.3 The garage must be emptied and left in a clean condition.

9.4 The Council may recharge the reasonable cost of removing any items left in the garage or on the site following termination of the license, together with the cost of repairing any willful or negligent damage caused by the Licensee, members of their household, or their visitors.

10. Anti-Social Behaviour

10.1 The Licensee must not cause nuisance, annoyance, or disturbance to others.

10.2 Breach of this condition may result in termination of the license.

11. Compliance and Enforcement

11.1 Breach of these Terms may result in termination of the Garage Licence Agreement.

11.2 The Council reserves the right to recover any costs arising from breach of these Terms.

12. Review

These Terms and Conditions may be amended by the Council with appropriate notice.

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