

# IMPORTANT

THIS AGREEMENT IS A BINDING DOCUMENT. BEFORE SIGNING IT, YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, IT IS STRONGLY SUGGESTED THAT YOU ASK FOR IT TO BE EXPLAINED TO YOU BEFORE YOU SIGN IT. YOU MIGHT CONSIDER, AT YOUR OWN COST, CONSULTING A SOLICITOR OR CITIZENS' ADVICE OR HOUSING ADVICE CENTRE.

1. This Agreement is made on (date) \_\_\_\_\_ between

**Holly Lodge Estate Committee**, Estate Yard, Holly Lodge Gardens, London N6 6AA ("the Land Owner")

and \_\_\_\_\_ ("the Licensee").

Address \_\_\_\_\_

\_\_\_\_\_

Tel No \_\_\_\_\_

Email \_\_\_\_\_

## Skip Company Details

Name of skip company \_\_\_\_\_

Telephone number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

## 2. License to Deposit a Skip

The Land Owner agrees to allow the Licensee to deposit one (1) Skip, maximum 8 cu yds or 6 cu metres, per property (£5 per day, £35 per week, £140 per month)

for the period from and including \_\_\_\_\_ to and including \_\_\_\_\_

on the road or crossover on the Estate immediately outside \_\_\_\_\_

**N.B.** For larger skips, or more than one, please contact the Estate Manager on 0203 538 4454 [manager@hle.org.uk](mailto:manager@hle.org.uk).

These will incur a parking space suspension charge of £29.56 per space, per day, plus a one-off admin charge of £68.30.

## 3. Receipt

The Licensee has paid and the Land Owner has received the sum of £\_\_\_\_\_ in consideration of the Land Owner entering into this Agreement with the Licensee.

**The parties agree to the above and the following Terms and Conditions**

Signed on behalf of the Land Owner \_\_\_\_\_

Signed on behalf of the Licensee \_\_\_\_\_

#### **4. Definitions and Interpretations**

##### **4.1 Definitions**

4.1.1 The Skip is a metal container having a maximum capacity of six cubic metres, a maximum length of 3.7 metres and a maximum width of 1.6 metres. (Or larger by prior arrangement and with an extra charge – see Clause 2)

4.1.2 The Estate is the land registered at HM Land Registry in the name of the Landowner under Title Number 276353.

##### **4.2 Interpretation**

4.2.1 Where the Land Owner or the Licensee consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally (this means that each will be liable for all sums due under this agreement and not just for a portion or part).

4.2.2 Words that include one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.

4.2.3 The Clause and Schedule headings do not form part of this Agreement and shall be ignored in this interpretation.

4.2.4 Any obligation on the part of the Licensee under this Agreement to do or not to do something extends to not permitting or allowing any other persons do or not do that thing.

#### **5. Compliance with Agreement**

The Land Owner and the Licensee agree with each other to comply with the requirements of this Agreement.

#### **6. The Licensee agrees with the Land Owner that he will comply with the following conditions:**

- a) No part of the Skip must be placed on any part of a kerb or grass verge on the Estate.
- b) No part of the Skip must be placed within 3 (three) metres of road junctions or located in such a way as to block access with or without vehicles to any residence turning bay, garage, step or other facility on the Estate.
- c) No road, grass verge or crossover on the Estate shall be damaged by the transportation, deposition, removal or existence of the Skip on the Estate.
- d) The Skip shall not be dragged or pushed along any part of the Estate.
- e) The Skip must be securely and completely covered over when not in use and at all periods after lighting up time each day and before lighting up time ends each day.
- f) After lighting up time each day and before lighting up time ends each day an external lamp in good working order must be secured to each corner of the Skip so each corner of the Skip is clearly seen for up to 25 (twenty five) metres at all such times.
- g) The Skip may only be collected and delivered between the hours of 8.00 a.m. to 6.00 p.m. Monday to Friday and between 9.00 a.m. and 1.00 p.m. on Saturdays and not at all on Sundays or Bank Holidays.
- h) When the Skip is removed, the Estate Road upon which the Skip was deposited must be left in a clean and tidy condition and undamaged.
- i) There must not be placed in the Skip at any time:
  - i. Any explosive.
  - ii. Any oil or petrol or similar highly inflammable substance.

- iii. Anything which it is illegal in Great Britain to possess.
- iv. Anything which it is illegal for the Licensee to possess.
- j) The Licensee must not move or use the Skip for the purpose of any trade or business but must use it for the use of a private residence only.
- k) The Licensee must not do anything in or with the Skip that may reasonably be considered to be a nuisance or annoyance to the Landowner or the owners or occupiers of adjacent or neighbouring property.
- l) The Licensee must take all reasonable and proper precautions to prevent a fire occurring in, on or near the Skip.
- m) The Licensee must ensure that all Third Parties moving, delivering, removing or using the Skip must at all times behave in a reasonable and considerate manner to all other Parties on the Estate.
- n) The Licensee must ensure that all Parties moving or using the Skip must at all times abide by any reasonable instructions given to them by the Landowner or any Agent of the Landowner.

## **7. Liability**

The Licensee is responsible to the Landowner and all Third Parties for the movement of and use of the Skip at all times whilst the Skip is on the Estate.

## **8. General**

- a) For the avoidance of any doubt, this License only permits the placing on the Estate of one skip only on the Terms and Conditions herein contained, unless by prior arrangement with the Estate Manager and at an extra charge – see Clause 2.
- b) The Skip must be removed from the Estate on or before the date this Agreement ends at the complete cost of the Licensee.
- c) For the avoidance of any doubt, no Tenancy is created by this Agreement.

## **9. The Licensee indemnifies the Landowner against:**

- a) All damage to any part of the Estate caused by the movement or use of the Skip.
- b) All damage to all vegetation and all buildings on the Estate caused by the movement or use of the Skip.
- c) All costs and liability incurred by or on behalf of the Landowner caused by the existence of, movement of or use of the Skip and any event occurring in the Skip whilst the Skip is on the Estate.

## **10. Dealings**

This Agreement is personal to the Licensee and the Licensee must not assign it.

## **11. Severance**

If any Term of this Agreement is in whole or in part held to be illegal or enforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

## **12. Payment**

Please make bank transfers to Sort: 20-36-16. A/C: 90494283

Cheques made payable to HLEC.

Cash can be taken at the office, Estate Yard, Holly Lodge Gardens, London N6 6AA.

We do not take card payments.