



City of London Corporation
Department of Community & Children's Services
Housing Service

Estate Parking & Storage Sheds Policy

Approved by:	<i>Housing Management & Almshouses Sub-Committee</i>
Approval Date:	
Review Date:	

1. Introduction

The City of London's housing estates have parking spaces, garages, storage sheds and bike lockers for use by residents and members of the public. This policy outlines how we will allocate and manage these facilities.

2. Aims of this Policy

This policy aims to:

- Explain the type of facilities we have and their uses
- Describe how they will be allocated
- Give a general outline of some important conditions of use
- Explain how we will manage these facilities, with an emphasis on safety

3. Scope

This policy applies to facilities on the City's Housing Revenue Account ("HRA") estates, or those managed as part of the HRA.

It applies to:

- Car parking spaces (both open and enclosed)
- Motorcycle parking bays
- Storage sheds
- Garages
- Bike stores and lockers

Please note that not all facilities are found on every estate.

4. Facilities Available

Parking spaces and motorcycle bays

Parking spaces for motor vehicles are available on many estates, as are designated spaces for motorcycles. Some spaces are assigned for use by disabled people only. Parking spaces may be in the open air, or enclosed behind security gates or barriers, for instance where they are situated beneath a residential building.

Garages

Lock-up garages are available on some estates. These garages are intended to be used for securely parking motor vehicles. They are not intended for use as domestic or commercial storage.

Sheds

Storage sheds of various sizes are available on most estates. These are intended for the storage of domestic items only. Conditions are imposed to restrict the storage of certain items that may pose a hazard.

Bike Lockers

Some estates have individual bike lockers for the storage of pedal cycles, for which a charge is payable. These are distinct from communal bike storage facilities, which are free of charge.

5. Licence Agreements

The use of all these facilities is governed by a Licence Agreement. This is essentially written permission from the City for the named user to have sole use of the facility in return for the weekly charge. Anyone wishing to use a facility will be required to sign a standard Licence Agreement. Refusal to sign this Agreement, or provide any supporting documents we request, will mean that we cannot offer them use of the facility.

The Licence Agreement contains various terms and conditions relating to the safe use of the facility, payment terms and termination.

The Licence Agreement is separate to any other agreement we have with the user (such as a tenancy or lease). The Licence Agreement (and use of a facility) cannot be transferred to anyone else.

These Agreements are bare licences only and are not intended to grant any rights over the facility or any other area owned or managed by us. The facilities do not form part of the right to buy.

6. General Conditions of Use

The standard Licence Agreements will contain detailed terms and conditions governing the use and management of these facilities. This section outlines some important conditions and explains how we will manage certain common situations.

i. Parking Spaces and Motorcycle Bays

Parking is only allowed in designated areas on our estates. Parking spaces and motorcycle bays are intended as parking for motor vehicles/motorcycles only. Caravans, trailers, boats and similar items are not permitted. Vehicles parked outside designated parking areas will be treated as being parked without authorisation and are liable to enforcement action.

Vehicles must be:

- in a generally roadworthy condition (i.e. fit for use on the road and capable of being driven away safely under their own power)
- insured
- subject to a MOT certificate (unless an exception applies)
- taxed (unless an exception applies)

Some exceptions to road tax and MOT certificates apply to “historic vehicles” and vehicles under three years old. More information can be found at <https://www.gov.uk/browse/driving/vehicle-tax-mot-insurance>

For the purposes of this policy and subject to the exceptions mentioned above, a vehicle will be deemed unroadworthy if it is untaxed, uninsured or is not subject to a valid MOT.

For safety reasons, we do not allow long-term parking of vehicles which are subject to a Statutory Off-Road Notice (SORN). Once we become aware that a vehicle is declared off-road, we will require the keeper to get the vehicle back on the road or dispose of the vehicle. If, after reasonable notice has been given, the vehicle is still declared off-road, we will terminate the Licence Agreement.

ii. Garages

Garages are intended as secure parking spaces for motor vehicles only. The same conditions apply as for parking spaces/motorcycle bays above. For the avoidance of doubt, garages are not intended as general domestic or commercial storage facilities. If used in this way, the Licence Agreement is liable to termination.

Apart from a motor vehicle, only items relating to the use of the motor vehicle may be stored in the garage. Some exceptions apply, which are contained in the Licence Agreement.

iii. Sheds

Sheds are for use as domestic storage only. Hazardous, volatile or flammable items must not be stored in these sheds. This includes spare paint or varnish and white spirits and similar substances. Motor vehicles (such as motor scooters or motorbikes) cannot be stored in these facilities.

iv. Bike lockers

These facilities are intended for the storage of pedal cycles only.

7. Who Can Apply?

Garages, parking spaces, motorcycle bays and bike lockers are available to residents and non-residents. Storage sheds are for City of London tenants and leaseholders (and sub-tenants of leaseholders) and their households only.

8. Visitor Parking

On some estates, parking bays are available for use by visitors to residential and commercial premises. Parking in these bays still requires a valid permit, which residents or commercial tenants can obtain from the relevant estate office. Proof of residence or trading on the estate will be required before a permit will be issued. Only Visitor Permits are valid in these bays.

9. Loading and Unloading

Loading and unloading of vehicles on our estates is permitted in designated areas only. We allow 15 minutes' free parking for loading and unloading, beyond which a permit must be purchased from the estate office.

Estate Managers have the discretion to make local exceptions to this general policy as circumstances demand.

10. Applications for Use

Applications for parking, motorcycle bays and garages can be made online or by application form available from the relevant estate office.

Applications for sheds must be made via the relevant estate office.

11. Allocations

Available facilities will be allocated on a first-come, first-served basis. Where demand for a specific type of facility exceeds the number of facilities available, applicants will be placed on a waiting list. These applicants will then be allocated facilities as they become available. See section 12 for more information.

Applicants will not be allocated a facility if they are in arrears on another facility, or their rent or service charge account at the time of allocation, though they will be given the opportunity to clear any arrears before the facility is offered to the next applicant on the list. See section 14 for more details.

We reserve the right to re-allocate facilities, or require users to change facilities, for operational reasons. We will attempt to give as much notice as possible but in urgent or exceptional situations, changes may be instituted with little or no notice.

Current users may apply to transfer to a different facility of the same type. If no suitable facility is available, they will be placed on a waiting list.

12. Waiting Lists

When no facility is available on a specific estate, or a current user wishes to transfer to another facility but nothing suitable is available, a waiting list will be started. These waiting lists are specific to the type of facility applied for; priority on one list does not give priority on another.

Applicants will be entered onto the waiting list as of the date of their initial application for the facility. The resident's tenure and length of residence are irrelevant for the purposes of this policy and will not affect priority on the waiting list.

An applicant who is in arrears on another facility, or their rent or service charge account, will not be placed on the list until the arrears are cleared or a suitable arrangement is agreed for repayment.

Applicants who already have a facility of the same type applied for will not be entered onto the waiting list, out of fairness to other applicants.

City of London tenants and leaseholders (or sub-tenants of leaseholders) will have priority on the waiting list over non-resident applicants.

In exceptional cases, Estate Managers may allocate a facility to someone not on the waiting list or give someone increased priority if there is a justifiable reason for doing so (for example to make reasonable adjustments for a disabled user).

13. Charges and Payment

A charge is payable for the use of all our estate facilities. This fee varies according to several factors, including location and market forces. It is set in accordance with our Rents and Charges Policy and the income goes to the Housing Revenue Account.

Payment must be made in accordance with the terms and conditions of the Licence Agreement. The preferred method of payment is Direct Debit, but we can accept payment by other methods including standing order and card payments over telephone or online.

We will send account statements on a quarterly basis by post to the correspondence address we have on file for the user. We reserve the right to change the frequency of these statements.

14. Arrears and Debt

Licence Agreements will be terminated if the account falls into arrears. We will write to the user to warn them of this prior to the account being terminated, giving them the chance to clear the account.

If an applicant is in arrears on another facility, or their rent or service charge account, they will not be allocated a facility, or entered onto the waiting list, until the arrears are paid, or an agreement is made for repayment with the relevant team.

Applicants who have other debts with the City at the time of application may also be refused a facility until the debt is repaid or a repayment arrangement is made.

15. Changes to Relevant Information

It is the user's responsibility to inform us as promptly as possible of any changes to relevant information such as:

- contact information or correspondence address
- a change of vehicle

16. Insurance

Users are responsible for insuring their belongings against loss or damage while they are kept in or on any facility on our estates. Any claims for loss or damage caused by any act or omission of the City's employees, agents or contractors must be made in accordance with our insurance claims procedure.

17. Repairs

The City is responsible for the maintenance of parking and storage facilities. Users are responsible for taking reasonable care of the facility while they are using it and they should report any repairs promptly, either via the repairs line or to the relevant estate office.

18. Documentation

Applicants for parking spaces and garages are required to provide the following information at the point of application and when changing their vehicle:

- Proof you keep the vehicle: (vehicle logbook ("V5C"), new keeper slip, hire/lease agreement or letter from employer if a company vehicle)
- Certificate of Insurance
- Proof of vehicle tax
- MOT certificate (if applicable)
- Photographic identification
- Proof of address (driving licence and vehicle logbook are both acceptable)

We may satisfy checks relating to the vehicle's MOT and vehicle tax status by using the service provided by the DVLA at www.vehicleenquiry.service.gov.uk.

Applicants for disabled parking spaces must also provide proof of eligibility, normally a Blue Badge or Red Badge.

We may request to see documents outside this process should we suspect that a breach of the Licence Agreement has occurred, such as a vehicle being uninsured or unroadworthy.

19. Parking Enforcement

We operate a system of parking enforcement on our estates, which is intended to prevent unauthorised or improper use of the facilities and the inconvenience this can cause to residents. Users are responsible for ensuring that a valid permit is displayed clearly in their vehicle and that they park in the correct space. Damaged or lost permits must be reported to the estate office without delay. We are not responsible for any enforcement action taken because of the user failing to display a valid, legible permit. Users parking anywhere other than their allocated space risk having enforcement action taken against them. Misuse of parking facilities may also mean the licence agreement is terminated.

Parking enforcement on our estates is currently contracted out to a third party. We are unable to intervene in disputes between the contractor and car park users regarding whether a penalty notice was properly issued, unless this appears to have been due to an error on the City's part. Complaints about the contractor's conduct can be raised under the housing complaints procedure, or directly with the contractor.

20. Termination of Licence Agreements

Licence Agreements for any facility can be terminated by either party in accordance with the terms and conditions described in the Agreement itself. Notice must be given in writing.

We will always attempt to serve written notice of termination. This may be by letter or e-mail. This will be sent to the last known correspondence address or e-mail address that we hold for the user.

21. Disposal of Property

Any personal property removed from the facility when it is repossessed, or removed from any facility or communal area as part of our estate management duties, will be dealt with in accordance with our Disposal of Personal Property Policy.

22. Disabled Parking

We have designated disabled parking spaces on some of our estates. In situations where a disabled resident requires a parking space and there is no suitable space available to allocate, we will consider creating a new space for them if this is possible. This may be achieved by re-designating a standard parking space and changing the layout to meet the required specifications for disabled parking spaces or creating one in an area not currently used for parking if this is reasonable.

We offer a discount on parking facilities to drivers with a Blue or Red Badge.

23. Management of Empty Facilities

All facilities form part of the City's estate. Empty facilities may be used for estate management purposes, until they are needed by a resident.

We will not reserve a facility for our own use if a resident applies to use it.

24. Suspensions and Withdrawal from Use

From time to time, we may suspend the use of facilities for operational reasons, for instance suspending parking to allow maintenance works or due to building work happening nearby.

We may also withdraw facilities from use completely if this is deemed to be necessary for estate management purposes, or if they are not considered to be fit for use.

We will give reasonable notice to affected residents when suspending or withdrawing facilities but in some emergency situations no notice may be given.

25. Complaints

Any complaints about the allocation and management of estate facilities will be dealt with under the housing complaints procedure.

26. Health and Safety Matters

We reserve the right to actively manage estate facilities to ensure that they are used in a safe manner. We have an inherent right to manage our estates and the Licence Agreements contain terms and conditions regarding safe use of these facilities. Breach of these terms and conditions will be treated seriously and may result in the Agreement being terminated by us.

We reserve the right to act to mitigate any risks that come to our attention, including by repossessing or accessing facilities without notice if we suspect that they are being used in an unsafe manner, for example to store hazardous substances.

In accordance with this policy, the Licence Agreement, our Estate Management Policy and the Fire Safety Protocol, we may remove items from any facility without notice if they are believed to present a hazard.

27. Policy Exceptions

In exceptional circumstances, we may consider making a variation to this policy. This will depend on the individual circumstances of the case. We will provide our reasoning in writing, if requested.

28. Monitoring and Performance

We will monitor our use of this policy and the way in which it is implemented, ensuring that any relevant information is reported at appropriate intervals.

29. Training

We will provide all staff responsible for implementing this policy with comprehensive training as required.

30. Equality and Diversity

This Policy has been subject to a full Equalities Analysis and will be implemented in accordance with our responsibilities and duties under relevant legislation, including the Equalities Act 2010.

31. Accessibility

We will ensure that residents' needs are considered when implementing this Policy to ensure that they are treated fairly. We will make appropriate arrangements to ensure that customers with distinct communication needs are not unreasonably and disproportionately affected. This could involve providing communications in alternative languages or formats, or providing interpretation or transcription as appropriate.

32. Data Protection and Information Exchange

We will comply with our obligations under relevant data protection legislation and regulations. We will process and store personal information securely.

33. Policy Review

We will review this policy at least every three years, or following relevant changes to legislation, regulation or policy.