



PLYMOUTH WHARF RESIDENTS ASSOCIATION LTD

Allocation, Application and Usage of Parking Facilities on Plymouth Wharf Estate

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Allocation, Application and Usage of Parking Facilities on Plymouth Wharf Estate

The Plymouth Wharf Residents Association Ltd (PWRA), as registered Freeholder of the Plymouth Wharf Estate (hereinafter known as The Estate), hereby give notice of their intention to apply the following Regulations on the use of parking facilities within The Estate. These regulations should be read in conjunction with the Lease between all Shareholders on The Estate and PWRA.

Entitlement

1. When Plymouth Wharf Estate was planned and developed, the London Docklands Development Council (LDDC) stipulated that the parking capacity of The Estate should be limited to one parking Plot for each of the 62 Shareholders, plus five (5) Plots for visitors. This requirement is provided for in the Lease between each Shareholder with property on The Estate and PWRA, as follows:

- a) **Householders:** Each Householder possesses a garage and **dedicated** parking on must be the forecourt of their premises. Any vehicle belonging to a Shareholder / Owner must be parked in the garage or in this area. The area may be adapted to accommodate more than one vehicle.
- b) **Flat Holders:** Each Flat Holder has been allocated, as part of their Lease with PWRA, a Plot on the common areas of The Estate in which to park one vehicle belonging to the Shareholder / Owner. This Plot still forms part of the Common Areas of The Estate, and as such, is an area of The Estate that must be maintained by PWRA.
- c) **Visitors:** A number of Plots have been designated for the use of the casual visitor(s). These Plots should not be considered as additional parking Plots by the Shareholders of The Estate.

Usage Limitations

2. All Shareholders / Owners must use their dedicated and allocated Plot for their own vehicle. PWRA acknowledge the occasional need to use these areas for non-residents, such as workmen and other infrequent visitors. The Plots should not be used by regular visitors to The Estate, who do not have residency qualification.

- / Parking Considerations



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The following parking considerations and limitations already exist on The Estate:

- a) A House owner / tenant must use either the garage or their designated Plot on which to park their private vehicles. Under the terms of the lease for Plymouth Wharf, House owners are required to use the garage for parking, and no other purpose
- b) Owners in Flats should carefully note their allocated space. There is one space for each flat. If you are a flat dweller who possesses more than one fully licensed private cars, the Visitors Plots may not be used to park a second vehicle; alternative parking arrangements must be found outside The Estate.
- c) There are five designated visitors' spaces; three located opposite houses 48/49, and two opposite houses 14/15.
- d) Commercial vehicles are not permitted on the Wharf. This is a term of the lease that each shareholder signed when they bought their property. Owners of properties, which have been leased to tenants, are required to incorporate a similar term in their tenants lease. Commercial vehicles should be parked in Saunders Ness Road.
- e) Finally, vehicles not owned by Owners or tenants of the Wharf may **NOT** be parked in the visitors' spaces, except when the vehicle's Owner is visiting the Estate; this arrangement applies to short-term, non regular visits.

Exchange of Plots

2. Shareholders may agree to exchange their allocated Plots, when this is suited to both their requirements. However, this agreement should be recorded in an exchange of letters, which should be copied to PWRA. Failure to do so may result in the vehicles in the Plots not being recognised as the property of the appropriate Shareholder / Owner, and removal action may be taken by PWRA, as is their right being Freeholder of The Estate.

Tenancy Agreements

3. When a Shareholder chooses to relinquish permanent residency on The Estate in favour of a tenant, either under a verbal agreement or by a formal lease, the Shareholder should also give up the allocated parking Plot to that tenant, and this should be recorded in any tenancy agreement. The Shareholder will not have the right to retain the allocated Plot for their own use during the term of their non-residency of The Estate. In this way, the parking facilities of The Estate will continue to meet the requirements of those Shareholders or tenants resident on The Estate as laid down by the LDDC.

Vehicle Licensing

4. PWRA reserve the right to limit those vehicles parked on The Estate to those that have a current full road license, and are in a road-worthy state. The Shareholder / Owner of a vehicle parked on The Estate, on either dedicated or allocated Plots, must ensure that a valid current license disk is displayed on their vehicle at all times. Vehicles that are registered under the DVLA's SORN (Standing Off Road Notification), with the License suitably displayed, will be permitted to park on the Plot assigned to their Owner for a period of one year from the date of being registered as SORN, subject always to continuing to be a resident on The Estate. Following this period of grace, PWRA will require the Owner to remove the vehicle from The Estate. Failure to do so will result in PWRA taking removal action.
5. PWRA hereby determines that The Estate parking facilities may not be used to 'garage' unserviceable vehicles at any time. PWRA also reserves the right to determine when a vehicle is considered not to be in a roadworthy condition. At which



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point, PWRA reserves the right to take the action defined below to remove such vehicles from The Estate

Excluding Conditions

6. PWRA reserve the right to determine the current condition of a vehicle as being acceptable or not by using the following indicators, either singularly or conjointly:

- a) Vehicles not displaying a current valid full road-fund licence;
- b) Vehicles which have been licensed as SORN, after the first year following its initial registration;
- c) Vehicles which have been left standing and unattended for a prolonged period especially when this results in impeding the maintenance of the Plot by PWRA;
- d) Vehicles which have obvious defects, such as accident damage or dilapidations (e.g. deflated tyres);
- e) Vehicles which are being used as an outdoors storage of materials;
- f) Vehicles which are found to be unsecured (doors or windows left unlocked);
- g) Vehicles which are not moved when the Owner is reasonably requested by PWRA to do so.

Removal Procedure

7. In the event of vehicles being persistently misparked on The Estate, or being deemed unacceptable to PWRA because of the reasons outlined, the Freeholder of The Estate reserves the right to have the offending vehicle removed therefrom or clamped. In such an eventuality, the following action will be taken towards this offending vehicle and their Owner, regardless of whether they are Shareholder or tenant.

- a) PWRA will attempt to ascertain the Ownership of the vehicle. If this is not possible, the vehicle will be considered to have been abandoned, and PWRA will take removal action in accordance with sub-paragraph d) below;
- b) A letter to the Shareholder / Owner will be sent to their last registered address asking for the vehicle to be removed;
- c) If, after a period of fifteen (15) days, no action has been taken by the Shareholder / Owner, PWRA will notify the Shareholder / Owner of their intention to remove the offending vehicle from The Estate.
- d) At the same time, PWRA shall cause to be affixed to the vehicle a Removal notice stating that they propose to remove it from The Estate after a further period of fifteen (15) days from the date of the second notification;
- e) If, after a further period of fifteen (15) days, action has still not been taken by the Shareholder / Owner, PWRA will arrange for the offending vehicle to be removed by a registered vehicle handling company. This may be by handing the vehicle over to the Local Authority for disposal under the Refuse Disposal (Amenity) act 1978 and ensuing legislation;
- f) Where possible, notification of this action will be sent to the Shareholder / Owner, again via their last registered address.
- g) Should PWRA incur costs in taking the above action, PWRA reserve the right to request a refund of these costs from the Shareholder / Owner concerned.



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PWRA
Liability

9. PWRA will accept no liability for any goods or possessions said to be contained in the vehicle, at any time during the period of parking on the Estate; or subsequently when removing the vehicle, especially after due notice has been served of their intent to carry out the move. Liability remains the sole responsibility of the Shareholder / Owner.

Retrospection

10. **All the above stated terms and conditions will be applied to any vehicle that has been permitted to remain at rest on The Estate before the coming into force of these Regulations**

In the above Regulations, the following terms are intended to mean:

License	means, in relation to the vehicle, a licence issued for the vehicle under the Vehicle Excise and Registration Act 1994.
Local Authority	normally means the Council for London Borough of Tower Hamlets.
Owner	means the registered Owner of a vehicle parked on The Estate, whether they are Shareholder or Tenant.
PRWA	means the Board of Directors of the Plymouth Wharf Residents Association Ltd, and any single or group of persons selected by PWRA to represent them.
Plot	means an area of land designated on The Estate for parking any vehicle belonging to a Shareholder or tenant resident on The Estate.
Shareholder	means the registered holder of a lease between themselves and PWRA in respect of property in which they have ownership on The Estate.
Vehicle	means any vehicle, whether or not in a fit state for use on the roads, and includes any chassis or body, with or without wheels, appearing to have formed part of such a vehicle, and any load carries by, and anything attached to such a vehicle. This refers to any vehicle that has been permitted to remain at rest on The Estate before the coming into force of these regulations

PWRA reserve the right, as Owners of the Plymouth Wharf Estate, to take the above actions as part of their obligations to the Shareholders of the Association, in order to keep the quality and value of The Estate in good order.

Signed:

**The Directors,
Plymouth Wharf Residents Association Ltd
63 Plymouth Wharf, LONDON E14 3EL**

Dated 15 May 2006