

**LONDON BOROUGH OF MERTON  
ENVIRONMENT AND REGENERATION DEPARTMENT  
REFUSE DISPOSAL (AMENITY) ACT 1978  
SURRENDER OF VEHICLES**

**Owner's Full Name  
(Block Capitals)** \_\_\_\_\_

**Address &  
Post Code** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Make** \_\_\_\_\_

**Model** \_\_\_\_\_

**Registration** \_\_\_\_\_

**Colour** \_\_\_\_\_

**Exact Location  
of Vehicle** \_\_\_\_\_

1. I ..... (full name) hereby declare that I am the owner of the vehicle detailed above which I now surrender to the Council of the LONDON BOROUGH OF MERTON (hereinafter called the Council) for disposal, including the contents and I disclaim all right of ownership and property, and
  - (a) No other person has any interest in the vehicle whether financial or otherwise
  - (b) That, once collected the Council are then the owners of the vehicle referred to above and that I have no right to dispose or deal with the vehicle in any way whatsoever.
2. I authorise the Director of Environment & Regeneration of the said Council to dispose of the vehicle in any manner he thinks fit, and to retain any proceeds from such disposal.

In consideration of the Council accepting the surrender of the vehicle, I undertake:

- (a) To save the Council from harm and keep it indemnified from and against all actions, claims, demands, costs, losses, and expenses which may be brought or made against it or incurred by it howsoever arising directly or indirectly out of or in connection with the surrender or disposal of the vehicle.
- (b) Not to make any claim against the Council in respect of any loss, damage, or injury, arising as aforesaid and agree that the foregoing undertaking shall extend to, and include all and every one of the Council's servants or agents, whether now or hereafter in the Council's employ and for this purpose acknowledge that in respect of this Agreement, the Council is acting on its own behalf and as agent for its servants and agents as aforesaid, provided that in respect of any claims or proceedings such servants or agents, this agreement shall apply only to acts done or omitted to be done by them whilst acting within the scope of their employment by the Council.

(c) I understand that I am fully responsible for the vehicle until the Council's contractor collects it from the above location, however I declare that I will indemnify the Council against any losses the Council incur in respect of any action I take to dispose of the vehicle after surrendering the said vehicle.

3. My signature on this document signifies my acceptance of the Council's offer to dispose of the vehicle and forms the basis of a contract between the Council and myself.

SIGNATURE OF DISCLAIMER ..... DATE .....

SIGNATURE OF WITNESS ..... DATE .....

**IMPORTANT NOTES:**

- 1. The vehicle V5 registration document must be returned with the form or other substantial proof of ownership and a witness must also sign the form. Prior to sending the V5 to us, please send the red section V5/3 or the yellow section 9 of the new registration booklet to the DVLA, Swansea SA99 1BA, stating the vehicle has been surrendered to L.B. Merton. It is an offence if you do not inform DVLA that you are no longer the keeper of the vehicle, which carries an automatic fine.**
- 2. Vehicles will only be collected from the public highway or an accessible location in the open air, adjacent to the public highway within the boundary of the London Borough of Merton. If this is not the case it will be subject to our prior agreement.**
- 3. All personal items must be removed from the vehicle including the tax disc if the vehicle is off the road. Vehicles will not be removed if they contain refuse or any other materials. If the vehicle is on the public highway please leave the tax disc or if applicable parking permit in the vehicle and we will return it to you.**
- 4. Do not leave the keys in the vehicle. The keys should be enclosed with this form**

Send form to:

Public Space  
Enforcement & Inspection  
London Borough of Merton  
Civic Centre  
London Road  
Morden Surrey SM4 5DX