

Marsh Lane Garden Allotments Allotment Rental Agreement

AN AGREEMENT made this **4 April 2017** between

- (1) Hungerford Town Council of Council Offices, Church Street, Hungerford, Berkshire RG17 0JG (hereinafter called 'the Council') and
- (2) «First_Name» «Last_Name», «Address_Line_1», «Town», «Postcode» (thereinafter called the Allotment Holder')

Whereby it is agreed as follows.

1 Letting The Council hereby lets to the Allotment Holder the allotment plot number «Plot_number» forming part of the Marsh Lane Garden Allotment site, Marsh Lane, Hungerford, Berkshire ('the Site') for the Term and on the terms and conditions set out in this Agreement.

2 Term The tenancy created by this Agreement shall commence on (and shall include) «Date_of_commencement» and shall run until the next 31st January. Thereafter it shall continue for the period of ONE YEAR and thereafter from year to year unless and until terminated by either party pursuant to clause 6 hereof ('the Term').

3 Associated rights

3.1 The Allotment Holder shall have a right of access to and from the Plot on foot only at all times over and along the access from the Site from Marsh Lane and all internal accessways within the Site. Vehicle access and parking may also be permitted from time to time by the Council subject to such restrictions and conditions as may apply in relation thereto.

3.2 The Allotment Holder shall have the right to use such water supply as may be provided on the Site from time to time for the common use of all allotment holders, subject to such restrictions and conditions as may apply in relation thereto.

4 Rent: The Allotment Holder shall pay the annual rent of «Annual_Rental» for and in respect of each year of the tenancy. Such sum shall be reviewed annually and shall be paid in advance by no later than the first day of February for each calendar year thereafter. A proportionate sum shall be paid in relation to any tenancy commencing on any date other than 1st February payable on the date of this Agreement. The Rent shall be paid to the Hungerford Allotment Holders Association or otherwise as the Council may direct from time to time. If payment is not received within four weeks of the receipt of the rental agreement by the plot holder, it will be assumed that the plot is not required and it will be deemed available for re-allocation.

5 The Allotment Holder hereby agrees as follows:

5.1 to use the Plot only as an allotment garden as defined by the Allotments Act 1922 and for the production of fruit, vegetables and flowers for personal consumption and not for sale or for any trade or business

5.2 to keep the Plot in a clean and tidy condition at all times and in a good state of cultivation and fertility and free from weeds

5.3 not to cause any obstruction of any other part of the Site or any nuisance or annoyance to any occupier of any other plot forming part of it or to any resident or other occupier of any adjoining or neighbouring property.

5.4 not to underlet, assign or part with the possession of the Plot or any part thereof except with the prior written consent of the Council (which shall not be unreasonably withheld in relation to an assignment)

5.5 not to plant any trees on the Plot or any other part of the Site or to cut or prune any timber or trees or take or carry away any minerals

5.6 to keep any hedge which forms part of or adjoins the Plot properly cut and trimmed and any paths or fences adjoining the same in good repair and condition

5.7 not to erect any buildings or other structures on the Plot or any new fences on any of its boundaries without the prior written consent of the Council

5.8 not to bring any animals onto any part of the Site

5.9 not to use or keep on the Plot any chemicals save such as shall be approved by the Council from time to time (such approval not to be unreasonably withheld) and at all times to ensure that any such chemicals are used and stored safely and in accordance with manufacturers' recommendations and kept out of the reach of children

5.10 to observe all reasonable regulations issued by the Council from time to time in relation to the use of the Plot and of the Site as a whole in conjunction with other allotment holders and the exercise of the Associated Rights set out in clause 3 above in order to ensure that the Plot and the Site are maintained to a good standard and kept secure and safe for use

5.11 not to allow the deposit of rubbish or refuse on the Plot or any other part of the Site and not to use sprinklers and hosepipes overnight or unsupervised and to comply with all local hosepipe and drought regulations

5.12 to permit and not to obstruct access by any member or officer of the Council for the purposes of inspection of the Plot at any time, and following any such inspection to comply promptly (which may include asking Haha to undertake the work on their behalf, for an agreed fee) with any requirement notified in writing by the Council in order to remedy any breach by the Allotment Holder of any of the terms of this Agreement.

5.13 at the termination of this Agreement to leave the Plot in good condition and in all respects in a state of compliance with all the terms of this Agreement.

6 Termination:

6.1 In the event of any serious or persistent breach or breaches by the Allotment Holder of any of the terms of this Agreement, the Council shall be entitled to serve written notice on the Allotment Holder requiring such breach or breaches to be remedied to the Council's reasonable satisfaction within one calendar month. In the event that the requirements of such notice shall not be complied with this Agreement shall be deemed to have been terminated and the Council shall be entitled to re-enter the Plot and upon such re-entry this Agreement shall be determined absolutely, but without prejudice to any claim which the Council may be entitled to pursue against the Allotment Holder arising out of any such breach or breaches.

6.2 The Council may further terminate this Agreement by giving not less than three months' written notice of termination expiring at the end of any year of the tenancy or at any other time in the event that the Council's own right of occupation shall be terminated.

6.3 The Allotment Holder may terminate this Agreement by giving not less than three months' written notice of termination expiring at the end of any year of the tenancy.

6.4 This Agreement shall be determined forthwith on the death of the Allotment Holder, following which his/her personal representatives shall ensure that the Plot is vacated in accordance with clause 5.13 hereof within one month. For the purposes of this clause the expression 'Allotment Holder' shall be deemed to include reference to the executors or administrators of other personal representatives of the Allotment Holder following his/her death.

Explanatory Note:

On 7th June 2010 Hungerford Town Council (HTC) agreed in principle to the appointment of the Hungerford Allotment Holders Association (HAHA) as managers of the Marsh Lane and Fairfield allotment sites. This arrangement is formalised through a Heads of Agreement.

In practical terms HAHA is responsible for the day-to-day administration and management of the sites, reporting back to HTC on a regular basis. HAHA's involvement is entirely on a voluntary basis.

The benefit for allotment holders is that, once lease rentals and other sums have been paid to HTC, the rest of the plot rental fees will be invested for the betterment of the Marsh Lane and Fairfield sites.

However it is emphasised that membership of HAHA is entirely voluntary and it is NOT NECESSARY to be a member of HAHA in order to be an Allotment Holder.

Note for those wishing to share an allotment.

Hungerford Town Council requires there to be a simple relationship of one "person" to one allotment plot. "Person" includes married couples (formally or de facto). Hence if you wish to share with a parent, child, sibling or friend then the plot will need to be formally split accordingly and you will each have to sign a separate Agreement. Please advise the HAHA Secretary if this is the case so that the Register can be revised accordingly.

Signed for and on behalf of the parties the day and year first above written

Signed by the Allotment Holder (Plot «Plot_number»)

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Contact phone number:

Email Address:

Signed on behalf of Hungerford Town Council

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HAHA Membership – see explanatory note page 3

HAHA membership provides the opportunity for the member to stand as a HAHA committee member or official, to put forward proposals and/or vote at the Annual General Meeting. In addition the member is able to benefit from the discounted seed and equipment sales organised from time to time by the HAHA Seed Secretary. HAHA membership is free and voluntary. If you do not wish to be a HAHA member, please indicate so below.

I do not wish to become a member of HAHA and I understand that I will not be able to participate actively at the Annual General Meeting or benefit from sales organised by HAHA.

Signed

Date