



This is between the council and the association. I have shown this to the PC but no decision has been made. I think their solicitors will go through it with them and us.

BETWEEN

(“The Association”)

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2.1. The Council agrees to let and the Association agrees to take all that piece of land situate at **site plan** ("the Allotment Site") containing approximately square metres more particularly delineated/for the purpose of identification only edged red on the plan annexed hereto (subject to any exceptions reservations and provisions contained in any deed or document under which the Council hold or derive title to the land) excepting and reserving to the Council and those authorised by it:-

- 2.1.1. All mines and minerals;
- 2.1.2. The right to have erect and maintain advertisements;
- 2.1.3. The right to use any existing right of way

3. Tenancy and Rent All yet to be decided by PC

- 3.1. The Allotment site shall be held for a term of years from determinable as hereinafter provided at a rent of £ per annum payable half yearly in arrear on and ("the Rent Days").
- 3.2. The Association will by each year supply the Council with details of the numbers of vacant plot weeks in the previous rent year (number of vacant plots x number of weeks vacant) and the Council will by in each year refund the Association the appropriate percentage of rent calculated by reference to the number of vacant plot weeks divided by the total potential plot weeks (number of plots x 52).
- 3.3. Water supply shall be included in the rental charge.

4. Associations Covenants

- 4.1. The Association will:-
 - 4.1.1. Appoint a committee of management of not less than 3 persons (including a secretary) to be responsible to the Council for the conduct and affairs of the Association;
 - 4.1.2. Provide the Council with the names and addresses of all committee members and notify the Council immediately of any change of membership of the committee;
 - 4.1.3. Use the Allotment Site only as allotment gardens for private horticultural purposes and not for the purpose of any trade or business (trade or business shall be deemed to include the use of land as a market garden) except in the distribution of seeds, fertilisers, tools etc by the Association to its members;
 - 4.1.4. Only let the Allotment Site to individual tenants in accordance with the Tenancy Agreement annexed to this Agreement as Schedule 1;
 - 4.1.5. Not cause or permit to the occupier of any other land belonging to the Council nor adjoining owners or occupiers nor the general public any nuisance or annoyance and no obstruction or encroachment shall be caused or permitted on any path or roadway set out by the Council or Association for the use of the occupiers of the Allotment Site;

- 4.1.6. Not permit any timber or other trees upon the Allotment Site to be cut or pruned and not permit any mineral gravel sand earth or clay to be taken away or carried away without the written consent of the Council provided always that this clause shall not apply to fruit trees grown by individual plot holders;
- 4.1.7. Be responsible for the day to day running of the Allotment Site and shall sublet the individual plots to members of the Association and shall keep a waiting list for that purpose
- 4.1.8. Keep an up-to-date register of the names and addresses of the allotment garden plot holders which register shall contain a record of the rent payments made by the plot holders and should be available for inspection by the Council or officer of the Council at any time on request;
- 4.1.9. Make available for inspection by each allotment plot holder a copy of this Agreement and the Association rules regulations and byelaws (if any).
- 4.1.10. Maintain a list of potential allotment plot holders and let any vacant plot in accordance with the Association rules regulations and byelaws (if any) which shall include provision for a waiting list to be maintained and vacant plot offered in order of date of application. If requested to do so to provide the Council with full details of the tenancies and waiting lists;
- 4.1.11. Not offer a plot to an existing allotment plot holder for so long as there are applicants on the waiting list referred to clause 4.1.10 above; **This is different.**
- 4.1.12. Not assign or transfer the whole or any part of the Allotment Site save to allotment holders as individual allotments in accordance with the terms of this Agreement.
- 4.1.13. Use or permit the use of any building provided on the Allotment Site only by members of the Association and their guests in connection with the use of the allotments as permitted by this Agreement and not make any alteration or addition to the building except with the previous consent in writing of the Council;
- 4.1.14. Pay for the security and maintenance of the internal fabric of the building the cost of all heat and light provided for the building and keep the building in a clean and tidy condition at all times. **At present we have no buildings.**

5. Entry onto the Site

- 5.1. Any duly authorised officer or agent of the Council shall be entitled at any time to enter upon prior appointment (save in cases of emergency) and inspect the Allotment Site and the Association's records and shall inform the Association of the results of the inspection upon request;

6. Termination of Tenancy

- 6.1. This Agreement may be terminated;
 - 6.1.1. By either the Council or the Association giving at least 12 months notice in writing expiring on or before 6 April or on after 29 September in any year, or
 - 6.1.2. By re-entry by the Council at any time after giving 3 months previous notice in writing to the Association on account of the land being required
 - 6.1.2.1. for any purpose (not being the use of the same for agriculture) for which the land was acquired by the Council or has been appropriated under any statutory provision, or
 - 6.1.2.2. for building mining or any other industrial purposes or for roads or sewers necessary in connection with any of these purposes, or
 - 6.1.3. By re-entry by the Council at any time after giving 1 month's previous notice in writing to the Association if
 - 6.1.3.1. the rent or any part thereof is in arrears of not less than 40 days whether legally demanded or not, or
 - 6.1.3.2. the Association has breached any of the conditions contained herein;

7. The Council Covenants Tarporley PC do not want to incur any costs as they will include this in our rent.

- 7.1. To maintain the infrastructure of the Allotment Site which shall include (but not limited to) hauling ways, boundaries of the Allotment Site (but not any individual plots) any trees not growing on plots, car parks, water mains and tanks and buildings owned by the Council and;
- 7.2. Carry out rubbish clearance from any maintenance of the Allotment Site;

8. Notices

- 8.1. Any notice required to be given by the Council to the Association under clause 6 above may be given by sending by registered post or by recorded delivery service a written notice to the last known registered address of the Association or the last known address of its secretary or by fixing the same in some conspicuous manner on the allotment site but in the event of the Council giving notice under clause 6 above the Council may as an alternative serve notice by ordinary post or by hand and any notice required to be given by the Association to the Council shall be sufficiently given if signed by the secretary of the Association and sent by registered post or recorded delivery to the of the Council to the Council's address given at the commencement of this Agreement.

Executed by the Council by

In the presence of

Executed by the Association by signing by
Two members of the committee

In the presence of