

TILEHURST POOR'S LANDS CHARITY

Regd Charity No. 204048

Website: www.TilehurstPLC.org.uk

Address for correspondence: P.O. Box 2802, Reading, RG30 4GE.

This is an Annual Tenancy Agreement for an allotment garden, running from 29th September of each year. Any reference to the Charity refers to its Trustees, officers, agents, managers and legal successors.

THIS AGREEMENT is made the day of 20.....
between TILEHURST POOR'S LANDS CHARITY("The Charity")
and ("the Tenant")
of.....

IT IS AGREED AS FOLLOWS:

1. The Charity agrees to let and the Tenant agrees to take ALL THAT piece of land on the Charity's site at being Allotment Garden Plot Number
2. The Allotment Garden shall be held on a tenancy from until 28th September 20..... and thereafter renewed annually, at a rent to be reviewed annually by the Charity, subject to the terms and conditions in this agreement, with three months' notice being given of any increase in rent (such notice being given on the Charity's website and on one or more noticeboards near to the allotment site entrances).
3. In so far as the conditions and provisions of the Allotment Acts 1908 – 1950 and any subsequent or other legislation apply to this Agreement if at all the Charity and Tenant will comply with such legislation.
4. The Tenant shall:
 - 4.1. pay rent in advance, on or before 29th September each year, the amount being as decided by the Charity.
 - 4.2. use the allotment garden only and keep the allotment free of weeds and noxious plants and well manured in a good condition and proper state of cultivation.
 - 4.3. be mindful of the health and safety of themselves and others and keep to any Health and Safety Guidelines or Instructions that may, from time to time, be issued by the Charity.
 - 4.4. keep any paths or unused areas surrounding the allotment cut tidy and free of weeds and keep any ditches hedges and fences on or adjacent to the allotment in good repair.
 - 4.5. ensure that the allotment is clearly numbered.
 - 4.6. allow anyone authorized by the Charity to inspect the allotment at any time.
 - 4.7. maintain good relations with other tenants and neighbours and in the event of dispute refer to the manager or agent of the Charity.

- 4.8. report to the Charity or its representative any theft damage trespass or other problems.
- 4.9. act in a lawful manner in all manners concerning the allotment gardens.

5. The Tenant shall not:

- 5.1. use the allotment for any commercial purpose including the growing of crops for sale.
- 5.2. create a nuisance to other Tenants or to neighbours of the site.
- 5.3. obstruct paths, or deposit rubbish anywhere on the site, except for making compost.
- 5.4. underlet assign or part with any part of their allotment to another person without the written permission of the Charity.
- 5.5. keep animals on the site (without written permission of the Charity) or bring dogs (except guide dogs) or other animals onto the site.
- 5.6. plant cut down or trim trees without the permission of the Charity other than the annual maintenance or pruning of fruit trees.
- 5.7. erect buildings or fences on the site or remove existing buildings or fences without the permission of the Charity and keep all buildings and fences in a safe, secure and sound condition.
- 5.8. use a hose, trickle hose or sprinkler other than when in attendance.
- 5.9. allow other persons to visit the site or the allotment in the absence of the Tenant whether to take plants or produce or not without a signed written authority.
- 5.10. act in any way which prejudices the rights and legal position of the Charity, its Trustees and officers.

6. The Charity shall:

- 6.1. allow free access to the site at all reasonable times for tenants except for 24 hours from sunset on Christmas Eve each year, when the gates will be locked.
- 6.2. maintain the site, boundaries, hedges and water supply in reasonable and serviceable condition.
- 6.3. take steps to deal with complaints and problems raised by Tenants. In respect of such matters the decision of the Charity shall be final and binding.
- 6.4. take reasonable steps to ensure that all Tenants use the allotment for their proper purpose and comply with the terms of this Agreement,
- 6.5. insure the Charity against the Charity's third party liability but this obligation shall not extend to insuring any liability of the Tenant.

7. The Charity reserves the right to:

- 7.1. refuse to renew the tenancy if the allotment has not been properly cultivated or if the tenant has been in breach of this agreement.
- 7.2. allow cables or pipes to pass over or under any allotment and/or any of the surrounding ground, subject to reasonable notice being given and reasonable compensation for loss of or disturbance to crops.

8. This Agreement may be determined (ended):

- 8.1. by the Tenant at any time by giving written notice provided that no repayment will be made to the tenant for any rent paid in advance and the Charity requests that if possible the tenant gives three months notice to expire on the 28th September.
- 8.2. by the Charity by giving fifteen months written notice to expire on 28th September, notice to be served by First Class Post to the Tenant's address as given in the records

of the Charity **PROVIDED** that the Charity may notwithstanding the provisions of this clause determine the tenancy as follows:-

(a) by giving three months written notice by First Class Post to the Tenant's address as given in the records of the Charity if the allotment garden is required following any Order by any Court, Government Agency or Local Government Authority, or

(b) by the Charity giving 28 days written notice by First Class Post to the Tenant's address as given in the records of the Charity if the Tenant has failed to cultivate the allotment for twelve months or is more than 28 days in arrears with the rent due, whether lawfully demanded or not, or has otherwise breached the terms of this Agreement.

8.3 If a tenancy is determined under clause 8.2(b), above, then the Tenant may appeal to a committee of three Trustees of the Charity whose decision shall be final and binding.

NOTICES and correspondence should be forwarded to:

P.O. Box 2802, Reading, RG30 4GE or other such address as is notified to the Tenants as the Charity's address for correspondence from time to time.

Signed:

..... On behalf of the Charity. Date.....

Witness.....

Name and address.....

..... Tenant Date.....

Witness.....

Name and address.....

Revised June 2013