

AN AGREEMENT made BETWEEN **RUNNYMEDE BOROUGH COUNCIL**
(the Council) of Civic Offices, Station Road, Addlestone, Surrey KT15 2AH
and,
(the Plotholder) of WHEREBY IT IS AGREED as follows :-

1. Agreement to Let

The Council agrees to let and the 'Plotholder' agrees to take on a yearly tenancy from the date of this Agreement the allotment garden numbered

Plot No	Size
1	
2	
2	
3	
4	

in the register kept by the Council for the allotment gardens known as the yearly rent of *£ per 25m² (approx) / rod as from 1 April 2007 and a proportionate amount for any part of a rod. This will be payable in advance either annually or quarterly.

* Subject to 50% discount for those of state retirement age.

2. **Plotholder's Agreement**

The Plotholder agrees with the Council to observe and perform the conditions and obligations set out below.

2.1 **Rent**

2.1.1 To pay the notified rent in advance either annually on 1 April or quarterly on 1 April, 1 July, 1 January and 1 October in each year. A proportionate rent for any part of a year or quarter over which the tenancy may extend shall be payable on signing this Agreement.

2.1.2 The yearly rent shall be reviewed annually by the Council and any new rent notified to the Plotholder not less than twelve months in advance of the new rent coming into effect on 1 April in the following year.

2.2 **Use of Land**

To use the plot only for the purpose of an allotment garden.

2.3 **Cultivation**

To keep the plot clean free from weeds and otherwise maintain it in a good state of cultivation and fertility.

2.4 **Nuisance**

Not to cause or permit any nuisance or annoyance to the occupier of any other plot or occupiers of adjoining property or obstruct or encroach on any path or roadway set out by the Council for use of the occupiers of the garden.

2.5 **Restrictions or Assignment**

Not to underlet assign or part with possession of the plot or any part of it.

2.6 **Waste**

Not without written consent of the Council to cut or prune any timber or other trees or take sell or carry away any mineral gravel sand earth or clay.

2.7 **Hedges**

To keep every hedge properly cut and trimmed and all ditches properly cleansed that form part of the allotment plot.

2.8 **Buildings**

Not without written consent of the Council to erect any building on the plot provided that consent shall not be unreasonably withheld to the erection of a timber garden shed of dimensions not greater than 7 feet in height x 6 feet x 4 feet or a greenhouse of the same dimensions.

2.9 **Barbed Wire**

Not to use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.

2.10 **Restriction on Cropping**

Not without written consent of the Council to plant any tree.

2.11 **Fires**

Not to cause a nuisance to other occupiers of the allotment gardens or adjoining properties by the lighting of fires or burning of garden waste or other materials.

2.12 Water

Not to make any connection whatsoever to the mains water supply or to syphon water from a water trough or to extract ground water.

2.13 Paths between Plots

To maintain a path not less than one half a metre width between the tenanted plot and the next plot.

2.14 Sale of Produce

Within the allotment gardens no to sell any produce from the plot to members of the public without the written consent of the Council.

2.15 Depositing of Refuse

Not to deposit or allow other persons to deposit on the allotment gardens any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges ditches or dykes in the allotment gardens of which the plot forms part or in adjoining land.

2.16 Dogs

Not to bring or cause to be brought into the allotment gardens any dog unless the dog is held on a leash and is under control.

2.17 Restriction on Keeping Animals

Not to keep any animals or livestock of any kind upon the allotment gardens.

2.18 Prohibition of Notices etc

Not to erect any notice or advertisement in the allotment gardens except on a notice board which has been authorised by the Council.

2.19 Restriction on Admittance to Allotment Garden

That the Council shall have the right to refuse admittance to any person other than the plotholder or a member of his family to the allotment gardens.

2.20 Dispute Between Occupiers

That any case of dispute between the plotholder and any other occupier of a plot in the allotment gardens shall be referred to the Council whose decision shall be final.

2.21 Information of Change of Address

That the plotholder shall inform the Council immediately of any change of his/her address.

2.22 Yielding Up

That the plotholder shall yield up the plot at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the agreements contained in this agreement.

2.23 Inspection

That any officer or agent of the Council shall be entitled at any time when so directed by the Council to enter and inspect the allotment gardens.

2.24 Special Conditions

That the plotholder shall observe and perform any other special condition which the Council considers necessary to preserve the allotment gardens from deterioration and of which notice shall be given to the plotholder in accordance with clause 4 below.

BREACH OF ANY OF THE ABOVE CONDITIONS MAY RESULT IN THE TENANCY BEING TERMINATED

3. Termination of Tenancy

This tenancy may be terminated in any of the following ways:

By Notice

- 3.1 by either party giving to the other 12 months' previous notice in writing expiring on or before 6 April or on or after 29 September in any year;

On Appropriation

- 3.2 by re-entry by the Council at any time after giving 3 months' previous notice in writing to the plotholder on account of the allotment garden being required;

3.21 for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or

3.22 for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes

On Death

- 3.2.3 This tenancy shall determine on the quarterly rent day next after the death of the plotholder

On Default

- 3.3 by re-entry by the Council at any time after giving one month's previous notice in writing to the plotholder

3.3.1 if the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not

3.3.2 if it appears to the Council that there has been a breach of the conditions and agreements on the part of the plotholder contained in this agreement and provided that if such breach is of the conditions or rules affecting the cultivation of the plot at least 3 months have elapsed since the commencement of the tenancy or

3.3.3 if the plotholder shall become bankrupt or compound with his/her creditors

On Rent Increase

- 3.4 By the plotholder giving notice in writing to the Council not less than six months prior to any rent increase taking effect.

4. Notices

Any notice required to be given by the Council to the plotholder may be signed on behalf of the Council by the Director of Administration and Leisure and may be served on the plotholder either personally or by leaving it at his/her last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to him/her there or by fixing the same in some conspicuous manner on the plot comprised in this agreement. Any notice required to be given by the plotholder to the Council shall be sufficiently given if signed by the plotholder and sent in a prepaid post letter to the Director of Administration and Leisure.

