



THIS AGREEMENT is made the.....day of..... ..

BETWEEN

(1) **Hart Allotments Ltd,**

of 126 Tavistock Road, Fleet, Hants. GU51 4EE (Registered offices)

("Hart Allotments") and

(2)

Of:

("the Tenant")

NOW IT IS AGREED as follows

1. Interpretation

- 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. Allotment

- 2.1. Hart Allotments agrees to let and the Tenant agrees to take all that piece of land situated at Pilcot Farm allotments, Hitches Lane. ("the Allotment Site") numbered: on the Hart Allotment's allotment plan and containing approximately **120m²** ("the Allotment plot").

3. Tenancy and Rent

- 3.1. The Allotment plot shall be held on a yearly tenancy from 15th February at an annual rent of **£60.00** (including water provision, consumables contribution and Membership of Hart Allotments) which is payable to Hart Allotments by the Tenant on the 15th of February each year ("the Rent Day"). Plot and key deposits will also be payable upon initial tenancy. (See 9.2 for conditions of return of deposits)
- 3.2. One month's notice of any rent increase will be given by Hart Allotments to the Tenant to take effect the following year.
- 3.3. Water supply shall be included in the rental charge and will be payable on the Rent Day.
- 3.4. Membership of Hart Allotments shall be included in the rental charge and will be payable on the Rent Day.
- 3.5. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.



4. Cultivation and Use

- 4.1. The Tenant shall use the plot as an allotment plot only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 4.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)
- 4.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment plot under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment plot under cultivation of crops after 12 months and thereafter.
- 4.4. No hard landscaping is permitted on the site unless it is for the base of a shed. This must be removed upon vacating the site.
- 4.5. The Tenant will maintain the plot in good order and ensure they display a plot number which is visible at all times.
- 4.6. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of Hart Allotments.

5. Prohibition on Underletting

- 5.1. The Tenant shall not underlet, assign or part with possession of the Allotment plot or any part thereof. This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday. This time period must not exceed 6 months without the prior approval of Hart Allotments. In all such cases Hart Allotments must be informed of the other person's name.)

6. Conduct

- 6.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 6.2. The Tenant must comply with all Hart Allotment's policies and procedures, details of which are found on the Hart Allotments website. For a written copy of these please contact the Secretary if access to the website is not possible.
- 6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 6.4. The Allotment plot may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Plot.



- 6.5. The Tenant must comply at all times with Hart Allotment's Constitution (a copy of the current Constitution is available on the Hart Allotments website.) For a written copy of these please contact the Secretary if access to the website is not possible.
- 6.6. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 6.7. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 6.8. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

7. Lease Terms

- 7.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which Hart Allotments hold the Allotment Site.

8. Security, Liability and Inspection

- 8.1 The Tenant may be issued with a key to access the Allotment Site either by car or on foot. No keys shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment plot under paragraph 5 of the Agreement.
- 8.2 Any key issued is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.
- 8.3 The main access gate shall be closed and locked at all times when leaving the allotment site unoccupied.
- 8.4 Hart Allotments will not be held responsible for loss by accident, fire, theft or damage from the Allotment Plot.
- 8.5 An officer of Hart Allotments Ltd or the landlords if so directed may enter allotment plots for inspection of the state of cultivation and general condition of the plot, sheds, and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

9. Termination of Tenancy

- 9.1. The tenancy of the Allotment Plot shall terminate
- 9.1.1. automatically on the Rent Day next after the death of the Tenant, or
- 9.1.2. on the day on which the right of Hart Allotments to occupy determines by reason of notices served on Hart Allotments in compliance with S1(b) (c) or (d) Allotments Act 1922, or
- 9.1.3. by re-entry after three months previous notice in writing to the Tenant on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or



- 9.1.4. by Hart Allotments giving the Tenant at least 28 days notice in writing, or
- 9.1.5. by the Tenant giving Hart Allotments 28 days notice in writing, or
- 9.1.6. by re-entry if the rent is in arrears for not less than 40 days, or
- 9.1.7. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
- 9.1.8. by re-entry if the Tenant becomes bankrupt or compounds with his creditors.

9.2. In the event of the termination of the tenancy the Tenant shall return to Hart Allotments any property (keys, etc.) made available to them during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of Hart Allotments the plot has not been left in a satisfactory condition, any work carried out by Hart Allotments to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950) and the deposit will be used either in part or full to pay for this remedial work.

9.3 Any cheques issued by Hart Allotments to the tenant upon termination need to be cashed within 6 months of date of issue. Hart Allotments will remind tenants on one occasion of any cheque that remains uncashed. After a reminder has been sent and if 6 months have elapsed from the date of issue any uncashed cheques will be declared as 'uncashed' and Hart Allotments will then retain the amount of the uncashed cheque and treat it as a donation to Hart Allotments funds to assist with the running of the allotment site.

10. Personal Data

10.1 Hart Allotments has a privacy policy. Please see full details on the Hart Allotments website: <http://hart-allotments.org.uk/wp/rules-and-regs>

Hart Allotments holds the following data about each of its members: -

10.1.1. Name.

10.1.2. Postal address.

10.1.3. Contact details: one or more of landline phone number, mobile phone number, email address.

10.1.4. Plot number.

10.1.5. Details of payments

- This data is physically and electronically securely stored by the Secretary and available only to serving Committee members.
- Each member is entitled to see his or her own entry.
- Hart Allotments itself uses this information to contact tenants to inform them of its activities over the year including administration of rents and general meetings.
- Other than sharing the names and addresses of members with the National Society of Allotment and Leisure Gardeners Ltd (which is a condition for membership of Hart Allotments) this data it is not otherwise shared or sold to a third party without the tenant's permission. We may at times contact tenants directly concerning developments, and we offer opportunities to opt out of initiatives if desired.
- The data will be deleted as and when you leave Hart Allotments

10.2 The Tenant must immediately inform Hart Allotments of any change of contact details (address, email and telephone numbers etc.)

11. Notices



- 11.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.
- 11.2. Any notice served on the Tenant should be delivered at or sent to their last known home address. Any address served on Hart Allotments should be sent to the address given in this agreement or any address specified in a notice given by Hart Allotments to the Tenant.
- 11.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
- 11.4. A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

12. Car Parking

- 12.1 Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in such a manner as to not obstruct the haulage ways at any time. Tenants must adhere to any temporary restrictions on bringing cars onto the site as may be communicated from time to time by the committee.

Executed by Hart Allotments by signing by two members of the committee

In the presence of

Signed by the Tenant

In the presence of