

WEYBRIDGE LAND CHARITY



TENANCY AGREEMENT for rental of an allotment plot on Churchfields Allotments

This AGREEMENT is between the Weybridge Land Charity (the Charity), as Land owner, and NAME AND ADDRESS, KT13 XX and EMAIL ADDRESS as Tenant of the allotment Plot Number XX a XXXX size plot.

It is agreed that:

1. With effect from 1 October the Charity shall let to the Tenant on a renewable yearly tenancy the specified allotment plot subject to the terms of this Agreement and subject to the Tenant complying with the published general rules applicable to all such tenancies as published and amended from time to time and which are administered by the Charity or its Agents.
2. The rent payable for the nominated plot, up to and including 29 September next shall be £XXXX, payable immediately
 - 2.1. Subsequent rents shall be reviewed annually and are calculated, levied and payable as a single annual payment to be paid in full on the 29 September each year.
3. The tenancy may be terminated by either party on giving written notice to the other.
 - 3.1. The Tenant may terminate the Tenancy at any time on giving 30 days notice of termination.
 - 3.2. Tenancies shall automatically be relinquished in the event that the tenant no longer resides at an address having a KT13 postcode or the death of the named tenant.
 - 3.2.1. Tenancies may only be passed between family members with the prior consent of the Charity.
 - 3.2.2. The tenancy may not be assigned, nor may the Plot be sublet, nor used for purposes other than allotment gardening.
 - 3.3. The Charity may only terminate the Tenancy on giving 12 months notice in the event that it requires the nominated Plot for other purposes, or, on giving 30 days notice in the event that after not less than 3 communications the Tenant fails to maintain the nominated plot in accordance with the prevailing rules and/or the Tenant disrespects the accepted standards of conduct on Churchfields Allotments, or on 31 October each year if due rent is not paid in full.
 - 3.4. On termination, in the event of the Plot being left in a condition such that it would be difficult for the Charity to promptly re-let the Plot, the Charity, at its discretion may require that the Tenant reinstates the plot to a lettable condition, or the Charity may charge the Tenant a fee for such reinstatement, up to a maximum of £150.00.
4. At least one third of the area of the plot, irrespective of size, must be used for the cultivation of vegetables or flowers.
 - 4.1. After first obtaining approval from the Charity to do so, the Tenant may erect a shed or other structures on the plot provided that such structures are in keeping and commensurate with the size of the plot and do not impinge on any neighbouring plot, and are maintained in good order.
 - 4.2. The tenant must ensure that the boundaries of the plot are marked and accepted by the tenants of neighbouring plots.
 - 4.3. The tenant may not expand the plot by encroaching onto neighbouring plots or into recognized pathways.
 - 4.4. No trees which at maturity are higher or wider than 3 metres may be planted on the Plot. Existing trees on the plot maybe pruned or removed at the tenants discretion.
 - 4.5. The plot may not be used for commercial, trade or business purposes.
 - 4.6. No soil may be removed from the Churchfields site and nor may any untreated soil be brought onto the Churchfields site.
5. Any notices in accordance with this Agreement, including rent reviews, shall, in the case of general notices to all Tenants be exhibited on the Notice Boards on the site, or in the case of specific notices applicable to this particular agreement, by postal or email notification to the tenant at either of the addresses above, or the addresses as subsequently amended by the Tenant.
6. The tenant shall be responsible for any family members or guests that the Tenant invites onto the Churchfields site and shall ensure that they are familiar with, and adhere to, the rules and etiquette applicable on the site.
7. For guidance on interpretation and applicability of any of the rules or terms of this Tenancy, the Tenant shall in the first instance seek advice from a Trustee of the Charity. In the event of a dispute or any need for resolution, the Chair of Trustees of the Charity shall be the sole and final arbiter, and his/her decision shall be final.
8. The tenant shall promptly report any personal accident and/or personal injury on the site to a representative of the Charity.
9. The prevailing and general policies and rules applicable to this Tenancy Agreement are those that are contained in this document and the accompanying Letter from the Trustees.

EXECUTION:

Vicki Macleod

For the Weybridge Land Charity

For the Tenant

Date

*The Weybridge Land Charity was founded in Weybridge in 1910 and is registered by Charity Commission of England.
Registration number 200270.*