

2004

**THE COUNCIL OF THE
BOROUGH OF GUILDFORD (1)**

-and-

GUILDFORD ALLOTMENTS SOCIETY (2)

AGREEMENT

AND

LEASE

For Letting and Management of Allotment Sites
in the Borough of Guildford

THIS AGREEMENT AND LEASE is made the 21st day of April two thousand and four BETWEEN THE COUNCIL OF THE BOROUGH OF GUILDFORD of Millmead House, Millmead, Guildford in the County of Surrey (hereinafter called "the Council") of the one part and GUILDFORD ALLOTMENTS SOCIETY c/o 23 Aspen Close Merrow Guildford GU4 7BG acting by Jacqueline Hills the Secretary for the time being of the Society (hereinafter called "the Society") of the other part

WHEREAS

(1) The Council in accordance with the Allotment Acts 1908-1950 has provided the lands set out in the Schedule 1 hereto (hereinafter called "The Allotment Areas") for use as allotments

(2) The Council and the Society desire to enter into an Agreement pursuant to Section 29 of the Smallholdings and Allotments Act 1908 (hereinafter called "the 1908 Act") appointing the Society as Allotment Managers within the meaning of that Section

NOW THIS DEED WITNESS as follows:-

1. THE Council agrees to let and the Society agrees to take for a term of 25 years (subject to hereinafter provided) all the Allotment Areas more particularly delineated on the plans and annexed hereto and thereon shown edged red together with (in so far as the Council is able to grant it) a right of way for access to and egress from the Allotment Areas by the shortest most practical route with or without equipment and where possible with vehicles over the Council's adjacent land provided that the Council shall have the right to vary the route of the right of way on condition that the route so varied shall be equally commodius at a yearly rent of one peppercorn if demanded

2. THE Society agrees to act in accordance with the Constitution and Rules of the Guildford Allotments Society and upon the following terms and conditions:-

2.1 To be responsible for the complete day to day running and general management and administration of the Allotment Areas

2.2 To ensure that the Allotment Areas are used for allotment purposes within the meaning of the Allotment Acts 1908-1950 and for those

- purposes only and in particular shall not be used for any trade or business except the distribution of seeds fertilisers tools etc by the Society to its members
- 2.3 To encourage and promote a good standard of cultivation of the Allotment Areas
- 2.4 (i) Periodically and thoroughly to inspect the Allotment Areas and to identify any necessary repair maintenance or improvement of the same with particular regard to any fences trees ditches water supplies paths approach roads and structures and report to the Council on a regular basis
- (ii) Not without the Council's prior written consent to cut down prune or injure any mature trees bushes or hedges or remove any mineral grounds soil clay sand or other materials from the Allotment Areas.
- 2.5 To be responsible for the letting of the Allotment Areas for the cultivation of the same from its waiting list of potential allotment holders letting any allotment garden in list order under tenancy agreements in the Form prescribed in Schedule 2 PROVIDED ALWAYS that no tenancy shall be granted for a term which expires after the expiration of this Agreement and Lease or any extension thereof
- 2.6 To demand and received from the tenants of the allotment gardens all rents and charges subscription fees due
- 2.7 To give lawful notice to quit to any tenant or occupier and to accept surrenders of tenancies according to the provisions of the Allotment Acts 1908-1950
- 2.8 To ensure that the use of the Allotment Areas will not be or become a nuisance or cause annoyance to neighbours
- 2.9 To observe any conditions and fulfil any obligations which the Council is liable to observe and fulfil as owner or otherwise of the Allotment Areas having notified the Society of the same but excluding any loan charges and rents payable by the Council in respect of the said Allotment Areas
- 2.10 To observe and fully comply with all enactments statutory instruments local parochial or other bylaws orders or regulations affecting the Allotment Areas

- 2.11 Except as provided in Clause 2.5 above the Society must not sublet assign or part with possession of the Allotment Areas or any of them or of any part of any Allotment Area
- 2.12 Any Officer or agent of the Council may at any time having given prior notice to the Society except in cases of emergency enter and inspect the Allotment Areas or any of them
- 2.13 To keep accounts for the Allotment Areas for each year ending the 30 September such accounts to be kept separately from the other accounts of the Society and to be audited each year by auditors appointed in accordance with the Society's Constitution and Rules
- 2.14 To apply all monies received by way of rents charges subscription fees grants and loans to discharge the obligations duties and liabilities herein specified and the payment of any honorarium approved by the Council provided always that if the Society default in the repayment of any load the Council will not be liable to repay the debt
- 2.15 Not to erect any new huts buildings or other structures larger than 3m x 2m without the prior written consent of the Council
- 2.16 To keep all tenancy agreements and records including a register of tenants details of rent income expenditure on the Allotment Areas and a waiting list up to date and available for inspection by the Council at any time upon reasonable notice
- 2.17 In conjunction with the Council to develop five yearly business plans ("The Five Year Business Plan") involving both capital expenditure plans and operating plans and finance for each five year period of the term and to present to the Council an annual report on the progress of the Society has made against the Five Year Business Plan
- 2.18 To use all reasonable endeavours to investigate opportunities and in conjunction with the Council make application and to secure where possible funding sponsorship or grant aid available to the Society from other outside bodies and agencies and to allocate any money received in accordance with the approved Five Year Business Plan
- 2.19 If so requested by the Council Officers of the Council to attend as observers at any meetings held by the Society to Officers

3. THE Council agrees that:
 - 3.1 the Society performing and observing the provisions contained herein shall be entitled to receive an annual grant (hereinafter called "the Grant") payable by the Council
 - 3.2 the Grant shall be payable on 1 April each year for the period 1 April to 31 March in each year of the Term
 - 3.2.1 the amount of the Grant shall be determined by the Council having regard to any surplus realised by the Society for the previous trading year and the Five Year Business Plan and details thereof shall be forwarded to the Society on or before 1 April in every year
 - 3.3 the Society shall apply the Grant as specified in Clause 2.14 hereof
4. THE Council and the Society further agree as follows:-
 - 4.1 The Society agrees to pay all existing and future outgoings in respect of the Allotment Areas as set out in the Five Year Business Plan including utility charges (water)
 - 4.2 Any structures which the Society has erected or may erect on the Allotment Areas from funds other than those provided by this Agreement shall be deemed to be fixtures within the meaning of Section 10 of the Agricultural Holdings Act 1986
 - 4.3 Prior to carrying out any works to the Allotment Areas involving capital expenditure as identified in the Five Year Business Plan to consult and obtain the approval of the Council to the appointed contractors
 - 4.4 In determining the scope of Clause 2.3 and 2.4 regard shall be had to the funds and resources available to the Society
 - 4.5 To work with the Council to develop a monitoring system to include; an agreed programme of regular inspections, making full use of the computerised allotment management system know as 'Colony' supplied by the Council
5. If any dispute or difference arises under this Agreement and Lease either of the parties may refer it to adjudication in accordance with the provisions of this clause. In the first instance the matter shall be referred to the Council's General Manager of Parks by the party aggrieved convening a meeting with the General Manager of Parks both parties in dispute may make representations at such meeting. In the absence of agreement between the parties the matter shall then be referred to an independent

adjudicator. The adjudicator to decide the difference or dispute shall be an individual agreed by the parties or in default of the agreement on the application of any party an individual to be nominated as the adjudicator by the President for the time being of the Chartered Institute of Arbitrators (whose decision shall be binding upon the parties)

6. THE Society must immediately insure the Allotment Areas and must keep them insured, to a value as agreed with the Council from time to time, at all times during the term against loss or damage by fire and all other policy perils generally available under a commercial fire policy with an Insurance Company as may be approved in writing by the Council. The Society must make all payments necessary for the above purposes within 7 days after they respectively become payable and must produce to the Council or its agent on request a copy of every policy of such insurance

7.1 THE Society must not do or suffer to be done on the Allotment Areas anything which may increase the risk of fire or any activity that may increase the risk of loss or injury to any user or visitor on the Allotment Areas and in particular must not store petrol oil or similar fuel or lubricants on the Allotment Areas except in the tanks of machines or with proper precautions and in such quantities as may be reasonably required for day to day use by members of the Society

7.2 The Council shall not be responsible for the loss of any equipment produce or personal possessions that any person may bring onto or store on the Allotment Areas

8. The Society agrees to indemnify the Council against any claims which may arise out of their occupation of the Allotment Areas and to effect a public liability insurance for at least five million pounds (£5m) to cover the Society's liability under this clause and to produce such insurance policy to the Council if requested to do so

9. IF:-

9.1 after having given reasonable notice and opportunity to remedy any covenant on the Society's part contained in this Agreement and Lease is not performed or observed; or

9.2 an instrument of dissolution of the Society is executed; or an order is made for a resolution passed for the winding up of the Society or the registration of the Society is cancelled or suspended otherwise than in connection with the amalgamation of the Society with or the transfer of the engagements of the Society to another society having as one of its objects the provision of allotments

then the Council may at any time subsequently re-enter the Allotment Areas or any part of them in the name of the whole and upon such re-entry this demise shall absolutely determine but without prejudice to any claims of the Council or the Society under this Agreement and Lease

10. THIS agreement may be determined:
- 10.1 By either the Council of the Society giving to the other 12 months' notice in writing expiring on or before 6 April or on or after 29 September in any year
- 10.2 By re-entry by the Council at any time after giving three months' previous notice in writing to the Society on account of the land being required:
- 10.2.1 for any purpose (not being the use of the same for agriculture) for which they have been appropriated under any statutory provision or
- 10.2.2 for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes and in accordance with the statutory entitlement of the Council

11. ANY notice required to be given by the Council to the Society may be given by sending by registered post or by the recorded delivery service a written notice by the Clerk and Solicitor of the Council or other authorised officer of the Council for the time being to the Secretary of the Society at c/o 23 Aspen Close Merrow Guildford Surrey GU4 7BG and any notice required to be given by the Society to the Council shall be sufficiently given if signed by the Secretary of the Society and sent by pre-paid post letter to the Clerk and Solicitor of the Council Millmead House Millmead Guildford Surrey

12. IN WITNESS whereof the Council has sealed and the Society has signed this Agreement and Lease as a deed the day and year first before written

SCHEDULE 1.

		Total Hectares	Total No of 10 Rod Plots
1.	Aldershot Road	1.700	110
2.	Burpham Allotments	1.707	80
3.	Dagley Lane	0.8403	30
4.	Epsom Road	0.645	24
5.	Farnham Road	1.584	47
6.	Larch Avenue	0.6785	28
7.	Lido Allotments	0.4133	20
8.	Lime Grove	0.1854	12
9.	Merrow Street	1.177	40
10./11.	Old Farm/Lagoon Allotments	3.422	135
12.	Parsons Green	0.0970	6
13.	Pewley Hill	1.422	43
14.	Westborough Bungalows	0.988	7
15.	Worplesdon Road Nursery	0.1291	5

Schedule 2

This AGREEMENT is made the
BETWEEN the GUILDFORD ALLOTMENTS SOCIETY (hereinafter called "the
Society") acting by the secretary for the time being of the Society of the one part
of C/O P O Box 1081, Guildford, Surrey GU1 9HU and

Date of Birth: Tenant ID:
(hereinafter called "The Tenant") of the other part.

WHEREAS By an Agreement and Lease made between the Society and
Guildford Borough Council ("The Council"), The Society leases and manages
certain Allotment within the Borough of Guildford (the "Allotment Areas") and is
authorised to enter into individual Tenancy Agreements with Tenants.

NOW IT IS HEREBY AGREED AS FOLLOWS;

1. The Society agrees to let, and the Tenant agrees to take on a yearly
Tenancy from the
, of the Allotment numbered of rods or
thereabouts at (hereinafter called "The Allotment")
2. The Tenant shall pay annual rent in advance on or before 1st October each
year. The Society shall advise the tenant in writing of any alteration in rent
at least 30 days before the annual rent is due.
3. The Tenant shall pay such Charges as the society may determine annually,
on or before 1st day of October each year. The Society shall advise the
Tenant in writing of alteration in such Charges at least 30 days in advance
of such charges falling due.
4. The Tenant shall abide at all times with the Rules of Allotment Gardens of
the Society as amended from time to time, attached hereto as Appendix I.
The Society shall give the Tenant at least 30 days notice in writing of any
changes to the Rules of Allotment Gardens.
5. The Tenant shall not assign or sub-let any part of the Allotment without prior
written agreement of the Society.

6. This Tenancy may be terminated immediately and without notice in the following circumstances
 - a) Non payment of Rent or other Charges when they fall due, or
 - b) Breach of Rules of Allotment Gardens that has not been remedied within 30 days of written notice to do so, or
 - c) Breach of Rules of Allotment Gardens that is incapable of being remedied, or
 - d) The Tenant becomes bankrupt or enters into insolvent arrangement with his/her creditors.

7. This Tenancy may also be terminated (a) by the Society giving to the Tenant 12 months' notice in writing expiring on or before 6th April or on or After 29th September in any year or (b) upon 3 months notice in writing by the Society if the Council has served notice. Upon the Society under the Agreement and Lease on account that the Allotment Area is required in accordance with the statutory entitlement of the Council

8. The Current Rent and Charges are set out in Appendix II

9. Any Notices to be sent by either party shall be duly served;
 - a) If sent by the Society served at the address of the Tenant held by the Society,
 - b) If sent by the Tenant served upon the Secretary of the Society and addresses to Guildford Allotments Society, at the address overleafIf sent by first class post, 2 days after the date of the letter.

10. if any dispute or difference arises under this Agreement which cannot be resolved between the Society and the Tenant, either of the parties may refer the matter to Guildford Borough Council's General Manager of Parks & Countryside, requesting a meeting between he parties with the General Manager of Parks whereat both parties may make representations to the General Manager of Parks and Countryside, who will then consider the matter and whose decision shall be final and binding on the parties.

11. The Tenant shall observe and perform any special condition which the Society considers necessary to preserve the Allotment from deterioration and of which notice is given to the Tenant in accordance with clause 9 above.

12. This Agreement together with the Appendices comprises the entire Agreement between the Tenant and Society.

IN WITNESS WHEREOF;

Signed by the Tenant (s) _____

Signed by _____

Print Name _____

For and on behalf of
Guildford Allotments Society

APPENDIX 1

RULES OF ALLOTMENT GARDENS

- 1 – To inform the Society forthwith of any change in the Tenant's address or phone number.
- 2 – To cultivate the Allotment and keep the same clean free from weeds and noxious plants and in a good state of fertility and deliver it up in such condition at the end of the Tenancy.
- 3 – To use the Allotment for the production of fruit vegetables and flowers primarily for the benefit of the Tenant and his/her family and for no other purpose. No produce from the Allotment may be sold for profit.
- 4 – To keep all paths on or adjoining the Allotment clean and free from weeds and accumulation of rubbish, and to keep the same mown if the path is grass.
- 5 – Not to plant trees of any description without obtaining the written consent of the Society (except that this sub-clause shall not prevent the Tenant from planting domestic fruit bushes).
- 6 – To protect from injury or damage all fences and gates which are the responsibility of the Society.
- 7 – To refrain from depositing weeds or rubbish on any other part of the allotment site.
- 8 – To permit the Society by their officers servants or duly authorised agents to enter upon and inspect the allotment garden at any time. Further to permit two Members of the Committee of Management of the Society to gain access to and inspect any shed or building on any Allotment in the presence of the Tenant.
- 9 – Upon the determination of this tenancy quietly to yield up the Allotment to the Society in such condition so as the Allotment may be immediately relet. The Allotment must be cleared of all the Tenants' property, including but not limited to any shed and tools, on or before the Tenancy is determined. In the event the Society incur cost in putting the Allotment into a state fit to let then the Tenant shall indemnify the Society for such costs which shall be immediately due and payable when notified to the Tenant.

10 – Not to cause or suffer nuisance or annoyance to the Society or the occupier of any other Allotment or occupiers or nearby property, nor to obstruct any path or access way on the land of which the Allotment forms part.

11 – Not to place or use barbed/razor wire for a fence adjoining any path road or access way on the land of which the Allotment forms part.

12 – Not to interfere with or remove any existing or future hedges fences walls or boundary marks

13 – Not without the previous consent in writing of the Society to prune, fell or remove any timber or other trees nor to bring onto, or carry away any mineral gravel sand or clay or permit any other person to do so.

14 – Not to store petrol oil or similar fuel or lubricants on the Allotment except in tanks of machines or with proper precautions and only in such quantities as may be reasonably required for day to day use.

15 – Not to erect any building on the Allotment without the previous consent in writing of the Society such building to be of suitable material and of such dimensions as shall be specified by the Society and such building shall be maintained by the Tenant in good repair and condition.

16 – Not to keep on the Allotment any animals or livestock of any description except to the extent permitted by Section 50 of the Allotments Act 1950, and only then with the prior written consent of the Society. Nor to take any dog or other animal on the allotment garden unless it is led by a leash and kept fastened up whilst there.

17 – Not to erect any notice or advertisement on the Allotment or Allotment Area

18 – Not at any time to use any oscillators or sprinklers with any hosepipe, nor to leave any hosepipe unattended at any time.

19 – Not to light any bonfire anywhere on site.

20 – The Tenant shall only used approved herbicides, pesticides, fungicides, weedkillers and chemical fertilizers on the Allotment and shall not use weedkiller or herbicide on any path adjoining the Allotment.

21 – The Society reserves the right to refuse admission onto the Allotment to any person unless accompanied by the Tenant, or the Tenant's family, or any person without specific authorisation from the warden/steward of the relevant Allotment Area.

22 – Not to burn or deposit and to remove all non combustible or non combustible material e.g. plastics, from the Allotment as soon as is reasonably practicable.

23 – To ensure all gates by which the Tenant gains access to the Allotment are closed and locked at all times.

24 – Not to bring or cause to be brought onto the Allotment or the Allotment Area any firearms, including air rifles or other offensive weapon.

25 – The Tenant shall immediately upon becoming aware of the same, report to the Society through their warden/steward any incidence of theft or vandalism.

APPENDIX II

Rent - £1.80 per rod per annum

OAPs rent reduced by 50% on larger of first 8 or 10 rod plot only, any additional plots to be charged at full price.

Charges – Water £1.30 per rod per annum. Mower £3.00 per rod per annum.

Administration Charge - £2.50 per tenant (joint tenants pay twice).