



## NATIONAL SOCIETY OF ALLOTMENT AND LEISURE GARDENERS LIMITED

### An Agreement between a Local Authority and an Allotment Association.

AN AGREEMENT made this .....Day of .....Two thousand and .....

Between ..... (hereinafter called "the Council) of the one part  
and .....(hereinafter called "the Tenant") of the other part.

#### WHEREBY

1. The Council agrees to let and the Tenant agrees to take for a term of years, all that/those parcel(s) or piece(s) of land containing ..... acres or thereabouts and more particularly delineated on the plan annexed hereto and thereon shown coloured red, situate at .....at a yearly rental of £ ..... payable half yearly/quarterly in advance and without deduction otherwise than allowed by statute.
2. The Tenant agrees with the Council, as follows:-
  - (a) The Allotments shall not be used for the purpose of any trade or business, except the distribution of seeds, fertilisers, tools, etc, by the Association to its members.
  - (b) The Allotments shall be kept free from weeds and well manured and otherwise maintained in a proper state of cultivation and fertility and in good condition, and any pathway or cart-track included therein or abutting thereon shall be kept reasonably free from weeds.
  - (c) No nuisance or annoyance shall be caused or permitted to the occupier of any other land belonging to the Council and no obstruction or encroachment shall be caused or permitted on any path or roadway set out by the Council for the use of the occupiers of the Allotments.
  - (d) No timber or other trees upon Allotments shall be cut or pruned and no mineral gravel sand earth or clay shall be taken or carried away there from without the consent of the Corporation.
  - (e) The Tenant shall be responsible for the complete day to day running of the Allotments and shall let the individual plots to members of the ..... Association, but shall maintain a list of potential allotment holders and shall let any vacant plot in list order.
  - (f) The Tenant shall have authority and responsibility for the giving of notice to allotment holders for non-cultivation and /or non-payment of rent.
  - (g) The Tenant shall be responsible for the collection of individual rents from the Allotment Holders.

3. Any officer or agent of the Council shall be entitled at any time, when so directed by the Council, to enter and inspect the Allotments.
4. This Agreement may be determined.
  - (a) By either the Council or the Tenant giving to the other twelve months notice in writing expiring on or before 6th April or on or after 29th September in any year.
  - (b) By re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the land being required.
    - (i) for any purpose (not being the use of the same for agriculture) for which they have been appropriated under any statutory provision.
    - (ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of the purposes.
  - (c) By re-entry by the Councils at any time after giving one months previous notice in writing to the Tenants.
    - (i) if the rent or any part thereof is in arrears for not less that forty days whether legally demanded or notOR
    - (ii) if it appears to the Council that the Tenants or any one or more of their members not less that three months after the commencement of the Agreement has not duly observed the conditions contained therein.
5. Any notice required to be given by the Council to the Tenant may be given by sending by registered post or by the recorded delivery service a written notice by the Chief Executive or the Council or other authorised officer of the Council for the time being or by affixing the same in some conspicuous manner on any one of the allotments comprised in the Agreement and any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Secretary of the Allotments Association and sent by pre-paid post letter to the Chief Executive of the Council.

IN WITNESS whereof the Council has caused its Common Seal to be affixed to the original hereto and the Tenant has set his hand and seal to the counterpart hereof the day and year first before written.