



TENANCY AGREEMENT

AN AGREEMENT made the.....day of.....Two thousand and ten BETWEEN CHALFONT ST GILES BACK LANE ALLOTMENTS ASSOCIATION (hereinafter called "BLAA") by the hand of Tim Baldwin its duly authorised committee member of the one part and Mr A.N. Other of Local Address, Chalfont St Giles, Bucks, Postcode, (hereinafter called "the Tenant") of the other part

WHEREBY:

- 1 BLAA agrees to let and the Tenant agrees to take on a yearly tenancy from the first day of April Two thousand and ten the allotment gardens numbered 500A on BLAA's allotment site off Back Lane, Chalfont St Giles at the yearly rent of 8 pounds and subject to the provisions and conditions hereinafter contained.
- 2 The rent payable hereunder may be reviewed with effect from any date on which the same becomes payable or on the anniversary of this agreement by service by BLAA on the Tenant of notice in writing at least 3 months before such date of review
- 3 The Tenant hereby agrees with BLAA as follows:-
 - (1) To pay the rent hereby reserved on the first day of April in every year during the continuance of this tenancy without any deductions whatsoever;
 - (2) to use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of BLAA;
 - (3) to keep the allotment garden free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included therein or abutting thereon reasonably free from weeds;
 - (4) not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by BLAA for the use of the occupiers of the allotment gardens within the said allotment site;

- (5) not to burn or allow other persons to burn in the allotment site any matter not produced from within the allotment site;
- (6) to burn bonfires only between the hours of 9.00 a.m. and 6.00 p.m. and to ensure that any bonfire shall be extinguished before the Tenant leaves the allotment site to avoid any nuisance to neighbours;
- (7) not to underlet assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of BLAA;
- (8) not without the prior consent in writing of BLAA to cut or prune any timber or other trees or take sell or carry away any mineral gravel sand earth or clay;
- (9) not without the prior consent in writing of BLAA to erect any building on the allotment garden AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to BLAA by the Tenant;
- (10) not to erect any fence or barbed wire adjoining any path set out for the use of occupiers of the allotment gardens;
- (11) not without the previous consent in writing of BLAA to plant any trees or fruit bushes or any crops which require more than twelve months to mature;
- (12) not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges ditches or dykes situate in the said allotment site or in any adjoining land;
- (13) to ensure that any dog brought into the said allotment site by the Tenant or anyone acting with his or her authority or approval is kept under proper control;
- (14) not to keep any animals or livestock of any kind upon the allotment garden without the prior consent in writing of BLAA such consent not to be unreasonably withheld;
- (15) not to erect any notice or advertisement on the allotment garden;
- (16) to notify forthwith BLAA of any change of address of the Tenant;
- (17) to yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained;
- (18) to permit any officer or other agent or representative of BLAA to enter on the allotment garden and inspect the condition thereof and of any building erected or being erected thereon;
- (19) to observe and perform any other special conditions which BLAA consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.

(20) to join and become a member of BLAA as set out in its Rules of Association dated 23rd April 2008 and to pay any subscription as described in Clause 4 of the said Rules of Association when they become due.

4 BLAA hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by BLAA or any person claiming under or in trust for BLAA.

5 This tenancy shall determine on the death of the tenant and may also be determined in any of the following manners:

(1) by either party giving to the other twelve months previous notice in writing expiring on or before the sixth day of April or on or after the twenty ninth day of September in any year;

(2) by re-entry by BLAA at any time after giving three months previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes;

(3) by re-entry by BLAA at any time after giving one months previous notice in writing to the tenant;

(i) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or

(ii) if it appears to BLAA that there has been breach of the conditions and obligations on the part of the Tenant herein contained; or

(iii) if the Tenant shall become bankrupt or compound with his creditors.

6 Any notice required to be given by BLAA to the Tenant may be signed on behalf of BLAA by a duly authorised committee member for the time being and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to BLAA shall be sufficiently served if signed by the Tenant and sent by prepaid post to Tim Baldwin, its duly authorised committee member for the time being, at 5, Cromwell Close, Chalfont St Giles, HP8 4PG.

AS WITNESS the hands of the parties hereto the day and year first before written

Signed

Mr A.N. Other

.....

BLAA duly authorised officer