

## DRAFT LEASE FOR ALLOTMENTS

This LEASE is made the on date 2010, and supersedes all previous Agreements or Leases and shall be referred to as the Lease throughout.

### **PARTIES**

Lancaster City Council (The Council)  
And  
xxxx Allotment Association. (The Association)

(Chairman.....)  
(Secretary.....)

### General Provisions:-

#### **(1) DEMISE**

The premises known as Xxxxx Allotment Association, extending to approximately ... acres / .... Ha, coloured red on the attached plan together with a right of access (shared with public use) coloured blue (and shared car park coloured brown) and fences or hedges (coloured green) which are detailed in the attached schedule of conditions and are the responsibility of the Association.

A standard for boundary structures is to be agreed between the Association, ALMA and the Council, once this standard is reached a new schedule of condition will be attached to the lease and the boundaries marked will become the responsibility of the Association.

#### **(2) TERM**

The Lease will operate for an initial period of 15 years effective from a date to be agreed.

#### **(3) RENT**

**Rent reflected in a & b below are subject to option a or b being chosen in point 16.**

- (a) The Association will pay a rent (e.g. £45.65 Forty-five pounds and sixty five pence only) per annum payable by the x of x of each year of the Agreement, subject to an annual review to reflect changes (based upon the change of the retail Price Index). The rent shall be adjusted pro rata to a change at any time in the area of the number of plots that are let and that could be let.

OR

- (b) The Association will pay a rent (e.g. £1,400.00 exclusive of rates and other outgoings) per annum payable by the x of x of each year of the Agreement, subject to an annual review to reflect changes (based upon the change of the retail Price Index).

The Association will be responsible for outgoings attributable to its occupation of the premises, such as Electricity, Water, Gas, etc.

#### **(4) USE**

The site shall be used for the purposes of allotments or leisure gardens and related activities. Communal buildings may be used for meetings.

Produce deriving from the site shall be used or consumed by the site's plot holders. Any excess production may be disposed of in accordance with current statute and policies agreed by the Council's Allotments Task Group.

#### **(5) ARBITRATION**

All disputes and differences that may arise between the parties, during this Agreement, shall be referred for discussion to four representatives. Two shall be appointed by the Association in consultation with ALMA and two shall be appointed by a Corporate Director (to be determined); they may discuss the dispute or differences with others. An additional Member of the Xxxxx Allotment society may act as an observer. The representatives shall discuss their findings and make recommendations to the Corporate Director. In the event of an even split between the four representatives, the Corporate Director shall be the final arbiter.

Any difference which relates to or arises out of this Agreement, and that cannot be reconciled in the manner above, shall then be referred to arbitration by a single arbitrator who shall be appointed by the President of the Chartered Institute of Arbitrators to the satisfaction of both parties. The costs of such action shall be borne equally by both parties.

#### **(6) TERMINATION**

The Lease may be terminated by either the Council or the Association giving twelve months written notice to the Council expiring on or before the 6<sup>th</sup> of April or on or after the 29<sup>th</sup> of September in any year, or if the Association ceases to exist. The Council may terminate this Lease if, after having been given a written notice allowing a period of three months for rectification, the Association fails to abide by the terms of the Lease. If after such rectification period the terms of the Lease are not complied with and the Lease is terminated, then the Council will take over the direct management of the site in a 'caretaker' capacity. Such direct management may involve the XXXXX ALLOTMENT ASSOCIATION and Council representation and will continue until such times as either the Lease terms can be adhered to or a new Association committee is formed which is able to adhere to the terms of this Lease; or where a Lease on similar terms may be granted.

Only where an Association ceases to exist, shall all land and buildings or permanent structures revert to the Council. All tools, plant and machinery not bought with rental money and belonging to the former Association, shall at the Council's discretion, be disposed of by an agent appointed by the Council. All proceeds shall then be split equally amongst plot holders. All rental accounts shall be paid back to the Council.

#### **(7) ASSIGNMENT**

The Association must not underlet or part with possession of the premises or any part of them, or grant any licence for occupation or use of them or any part of them, other than by way of the letting of plots in accordance with Clause 13.

## **(8) ACCOUNTS AND AUDIT**

The Association shall prepare and submit annual accounts to the Council's Head of Corporate Strategy, containing such information, or in such form, as the Council agree with the XXXXX ALLOTMENT ASSOCIATION. A model document is appended in Schedule A.

## **(9) INDEMNITY AND INSURANCE**

The Association shall be responsible for and shall hold harmless and indemnify the Council in respect of any claim, loss or proceedings in respect of bodily injury to or the death of any person or damage to property arising out of the Association's occupation and use of the premises as specified in this agreement. Further, it will effect and maintain Public Liability insurance with an insurance company of good repute in the joint names of the Association and the Council in respect of such claims, losses or liabilities and this insurance will have a minimum limit of indemnity of not less than £2 million. The Association will upon demand produce to the Council a copy of such insurance policy.

The Association shall be responsible for effecting and maintaining insurance in respect of fire and such other perils as it shall in its absolute discretion determine in respect of any communal building and the contents thereof belonging to the Association within the curtilage of the premises, and the Association shall be responsible for effecting any insurance it deems appropriate in respect of any shed or other building belonging to the Association or any of its members which may be on the site at any time, as set out in Schedule Two.

## **(10) REVIEW AND FUTURE LEGISLATION**

The Association and the Council shall have the right to amend or add to this Lease, where subject to legislative change or evidence of best practice or sustainability this can be demonstrated to benefit both parties. Any proposed alterations shall be presented to the Council's Allotment Task Group for consideration and if agreed shall be appended as a schedule to this document.

This Lease recognises that changes in Allotment law or other statutory enactment or element that affects the parties, may occur from time to time. The Council will discuss such changes with both each Association and the ALMA in order that changes can be incorporated into revisions of this document. Where such change is however fundamental to this document, then the parties shall have a right to terminate this Lease and agree to construct a new Agreement.

### **Management Provisions:-**

## **(11) MEMBERSHIP OF THE ALMA**

The Association shall be a member of the Association of Lancaster and Morecambe Allotments for the term of this Lease.

## **(12) COMMITTEE STRUCTURE AND RULES OF ASSOCIATION**

The Association shall display prominently or make readily available to its members, copies of the Committee Structure, constitution and rules of the Association, and the names and addresses of its Chairman, Treasurer and Secretary and such

information shall also be provided to the Council. The Association shall notify any changes of these names or addresses in writing to the Council on the earliest practicable date.

The Association shall hold an Annual General Meeting, convened in accordance with the Association's Rules and Constitution; which shall have been previously agreed with the Council.

### **(13) MANAGEMENT RESPONSIBILITIES**

The Association shall be responsible for arranging the letting of the plots on the allotment site and for the preparation and completion of tenancy agreements in a form approved by the Council and which shall be signed by the Plotholder and a designated officer of the Association, who shall normally be the secretary.

The Association shall not allow any person to have possession or occupation of an allotment plot unless and until such person has entered into a tenancy agreement for that plot.

The Association is hereby authorised to issue notices of re-entry for service in the approved manner on plotholders on the grounds of rent arrears or failure to cultivate, maintain their plots or other major breach in accordance with the terms of their tenancy agreement. Such notices shall bear the signature of the designated officer of the Association, who is authorised to sign on behalf of the Council. Any access arrangement to the site from adjoining property shall be subject to a separate licence agreement between the Association and the individual concerned {who must also be a plotholder}

### **(14) DISPUTES AND NUISANCE**

The Association shall not do, or suffer to be done, any act which causes nuisance to any plotholder, adjoining occupier, shared user of the facilities or visitors to the site, save where temporary nuisance to plotholders is caused in the course of the Association's fulfilling its obligations under this lease and cannot reasonably be avoided.

The Association shall initially address any disputes with, or grievances by plotholders. Should this prove unsuccessful, then representation shall be made to elected officers of the XXXXX ALLOTMENT ASSOCIATION, who will if requested raise the matter with relevant officers of the Council. This in turn shall be brought to the attention of the Head of Corporate Strategy.

The Council will not consider disputes unless this procedure is adhered to.

### **(15) PLOT RENTAL LEVELS**

The Association shall determine the rent levels and concessionary rates for all plot holders, (defined as sub-tenants of the Association renting an allotment plot). These shall be reported annually to the Council as a part of its Allotments Survey or at such other time and in such form as the Council may reasonably require.

### **(16) PLOT INCOME AND MAINTENANCE OF SITE**

Option **(a)** below is for full management by the Xxxxx Allotments Association; the rent to pay to the council is lower (see clause 3 option a)

Option **(b)** below is for lower level management by the Xxxxx Allotments Association; the rent to pay to the council is lower (see clause 3 option b)

**Option (a)**

Income from lettings shall be used to maintain, manage and improve the site and its facilities in accordance with the terms of this Lease.

The Association shall be responsible, unless otherwise provided in this Lease, for all maintenance and repairs to the premises including the following: Grass areas shall be kept mown, paths kept in a safe condition and clear of overgrowing vegetation. Hedges shall be kept regularly pruned both faces and top, where such vegetation exists within the boundary of the site, or where it overhangs any public right of way. The Association shall ensure that vacant plots are not in a hazardous condition and that weed growth is controlled so as not to cause a nuisance. General rubbish and items that present a health and safety hazard shall be removed from site. Fences, gates and other forms of enclosure shall be kept in good working condition. Communal site buildings, water supplies, sewers, drains and services shall be maintained in a safe and working condition and be replaced as necessary if these are beyond economic repair.

**Option (b)**

Income from lettings shall be used to maintain, manage and improve the site and its facilities in accordance with the terms of this Lease. The association will be responsible:

- a) To pay all outgoings for services supplied for the property including the repair of the water system coloured green on the Sketch Plan (liability being limited to a maximum sum of £\*\*\* each year in respect of the water system) whether the consumption occurs through the use of the equipment situated on the premises or not
- b) To maintain the boundary hedges marked with a "T" on the plan (to be specified)
- c) To maintain in a reasonable condition all the existing gates and access roadways and footpaths shown on the Plan (to be specified)

**(17) TENANT DETAILS**

The Association shall keep an up to date record of the names and addresses of the tenants of the allotment plots and the rent payments made by the tenants and the plot number and area of land allocated to each tenant. This shall be made available to the Council upon its request and with reasonable notice.

**(18) STATISTICAL DATA**

The Association shall provide such statistical and other information, as the Council shall reasonably request on an annual basis as a part of the Council's Annual Allotment and Leisure Gardens Survey, or in such other form as the Council may reasonably prescribe.

The Association shall maintain an up to date site plan and make this available for inclusion in the statistical returns.

**(19) EDUCATION AND PROMOTION**

The Association shall seek to raise the profile of Allotments and Leisure Gardens wherever possible. The Association shall promote the Annual Allotments and Leisure Gardens Competition (?????) and encourage individuals and the site as a whole to participate in entry.

Site Provisions:-

**(20) ACCESS ARRANGEMENTS FOR COUNCIL OFFICERS AND AGENTS**

The Association will allow access to Council Officers, their agents or workmen, on production of a valid identification card at all reasonable working hours.

The Council will give 24 hours notice, except in an emergency, of intention to visit the site. Where car parks exist, Council officers' or approved and authorised contractors' vehicles may enter spaces allocated by the Site Secretary.

**(21) BUILDINGS AND SHEDS**

Permission from the Council as Landlord shall be obtained in writing prior to any construction of new buildings, or alterations of a structural nature to existing buildings, with the exception of ploholders' tool sheds.

The Association shall require that such sheds shall be constructed in a workmanlike manner and maintained in a safe condition.

In giving permission for the construction and erection of ploholders tool sheds, the Association shall have regard to the current statutory requirements as applied for the time being by the Council.

**(22) ALTERATIONS TO FACILITIES**

The Association shall advise the Council through its annual statistical return land business plan of any major site changes proposed. Where such change is liable to be controversial or against current policy, then the matter should be referred to the Council's Allotments Task Group for consideration.

**(23) TREE WORK**

The Association shall not remove any tree or hedge without the prior written approval of the Council.

**(24) SIGNAGE**

The Association shall provide clear signage on its site, indicating the name of the site and, where appropriate details for those seeking membership or other point of contact information.

Landlocked sites, or those with no access from a public highway, will not be required to have signage.

Signs shall be maintained in good order, with up to date information and be free of graffiti.

**(25) LIVESTOCK**

Only livestock on the authorised list agreed between the allotment associations, ALMA and the Council are permitted on the site. Livestock is permitted on no more than 20% of the plots on any one site.

Environmental Provisions:-

**(26) WATERCOURSES**

The Association shall use reasonable endeavour to keep all open watercourses free of rubbish, vegetative material and not permit the discharge of pollutants into the water system. The Council shall be notified of any problems so that the Environment Agency may take appropriate action.

**(27) COMPOSTING AND RECYCLING**

The Association, shall encourage composting and the recycling of organic waste materials in order to support sustainability and minimise transport and landfill needs. It shall arrange the prompt and safe removal of glass/asbestos or other hazardous substances, in accordance with current Health and Safety Regulations, seeking the advice of the Council's appropriate officer, where necessary.

**(28) BONFIRES**

The Association shall provide in its tenancy agreement and/or rules that if bonfires are permitted then the minimum standards prescribed by current guidelines shall be followed. This shall be subject to such additional rules and guidelines as the Association may decide to impose and any statutory provisions.

Signed on behalf of the Council:-

.....

Dated .....

Signed on Behalf of the association: -

..... Position.....

Dated .....

..... Position.....

Dated .....

**SCHEDULE ONE - ANNUAL ACCOUNTS SUBMISSION - MODEL DOCUMENT**

**ANNUAL ACCOUNTS**

Site Name .....For Year Ending .....

**Income and Expenditure Statement**

| <b>Income</b>  | Current<br>Year<br>£ | Previous<br>Year<br>£ | <b>Expenditure</b>  | Current<br>Year<br>£ | Previous<br>Year<br>£ |
|--|----------------------|-----------------------|---|----------------------|-----------------------|
| Plot Rents<br>Interest<br>Trading Income<br>Other Income |                      |                       | Maintenance<br>Postage<br>Telephones<br>Service accounts<br>Insurances<br>Purchase of plants<br>Trading Stocks<br>Other Expenditure |                      |                       |
| <b>TOTAL</b>   |                      |                       | <b>TOTAL</b>  |                      |                       |

Income minus Expenditure equals \*Profit/Loss of £.....  
 (\* = Delete as appropriate)

- a) Balance brought forward from previous year      £
- b) Add profit/loss from this year                              £
- c) Balance carried forward to next year (a+b)              £

Treasurer ..... Dated .....