TENANCY AGREEMENT and licence relating to allotment plot number [ XX] at The Lions House Allotments, Ravensdowne, Berwick-Upon-Tweed as shown edged red on the plan forming part of this agreement.

Dated 1 December [xxxx]

Parties

The Lions House Allotments Association [C/o The Membership Secretary, address] (Landlord).

and

NAME first and surname of: [ADDRESS including post code]

(Tenant).

It is agreed

1. Interpretation

The following definitions and rules of interpretation apply in this agreement:

Definitions:

* 1. Property: allotment plot number [xx] at the Lions House Allotments, Ravensdowne, Berwick-Upon-Tweed
  2. Rent: £ [XX.00] per annum. Maintenance supplement: £20.00 Total payment due £ [XX.00]
  3. Rent and supplement payment date: the day of this agreement and if this agreement continues the 1st of December of each subsequent year that the Tenant is in occupation
  4. Term: from and including the date at the top of this agreement until the subsequent 1 December. For any subsequent year the Tenant is in occupation the Property shall be held on a yearly tenancy from 1st December each year and this agreement shall renew automatically save as to the rent and supplement payment due which the Landlord shall determine for the year in question and of which the Landlord shall give notice in the event of a change in the amount due immediately following the Annual General Meeting of the Association.
  5. Rules: the terms set out in the current edition of the Landlord's Association Rules and Regulations.
  6. Termination by the Tenant shall be by one month’s written notice to the Membership Secretary. In the event of early termination, the Tenant shall forfeit the rent paid for the full period.

1. Rent
   1. The Tenant shall pay the rent and supplement in advance on or before the Rent Payment Date
   2. The rent and supplement are subject to an annual review, and any changes will be made at the Association Annual General Meeting held in November. The Tenant shall pay the rent by BACS. to the Landlords Bank Account under reference LHA [Plot No XX]
2. Conditions of Use of the Property

The Tenant shall use the Property according to the current Rules and Regulations of the Association which are posted on the Association WEB site and on the site notice board and of which the Tenant will be expected to be aware.

1. Landlord's Covenants
   1. To secure the site and provide the Tenant with means of access to and egress from the Property
   2. To allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord
   3. To maintain property owner’s insurance.
2. TENANTS COVENANTS

5.1 To pay the rent.

5.2 To comply with the Association’s rules.

5.3 To keep the site gates closed on leaving.

5.4 To provide photographic evidence of identity and postal address.

5.5 To notify the Membership Secretary of any change of address.

5.6 To obtain the written consent of the Association before acquiring and erecting any shed or

greenhouse at the site.

5..7 To be responsible for security of any shed or greenhouse and for the insurance of any

belongings stored at the plot.

5.8 Not to interfere with or alter the water supply at the site.

5.9 Not to allow the use of the plot by others.

5.10 Not to store combustible fuels or fertilisers at the plot including bottled gas, petrol, paraffin or diesel fuel except in the integral tanks of machinery.

5.11 Not to introduce chemicals, contaminants or biological agents to the plot that could cause

contamination of the ground or soil.

5.12 To indemnify The Association from all claims arising resulting from the actions of any third party

contractor engaged by the Tenant and to ensure that the contractor maintains

adequate all risks insurance cover to meet this obligation whilst undertaking any works on

behalf of the Tenant at the site.

1. Default by the Tenant

If the rent and supplement are unpaid 40 days after becoming payable whether formally demanded or not or if the tenant is in breach of any of the terms of this Agreement and has not remedied any breach within any written timescale set by the Landlord then this Agreement can be terminated by the Landlord on written notice of one month

1. ALIENATION

This Agreement is personal to the Licensee and may not be assigned or sublet in whole or in part. The Allotment is for the sole use of the Licensee and this Agreement does not create any form of tenancy that allows the tenant exclusive possession. In the event of the demise of the Tenant this agreement shall forthwith automatically terminate. The Association will allow the Legal Personal Representatives of the deceased 2 calendar months from the date of death to remove the deceased’s belongings from the plot.

1. Governing Law

This agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

1. Membership of The Association.

This Agreement confers membership of The Association's bankruptcy or dissolution the Tenant is liable to pay the additional sum of £1 and agrees to provide this sum to the Trustees in settlement of any Association debts.

1. NOTICE

Any notice will be validly served by either party if it is in writing and delivered by hand to the other or if it is sent by tracked mail to the licensee’s last known address in which case it will be deemed to have been received two business days after posting (excluding Saturdays, Sundays and Bank Holidays).

Signed by .......................................................................(signature)

NAME XXXX XXXXXX

TENANT

Signed by ......................................................................(signature)

NAME ......................................................................

TRUSTEE, The Lions House Allotments Association

Signed by ......................................................................(signature)

NAME ......................................................................

TRUSTEE, The Lions House Allotments Association

Executed on the ......... day of ....................................................2020

[ ATTACH COPY OF RULES AND SITE PLAN]