

AGREEMENT

BETWEEN MIDSOMER NORTON TOWN COUNCIL AND

MIDSOMER NORTON COMMUNITY ALLOTMENTS ASSOCIATION

An AGREEMENT made the 12th day of July, two thousand and thirteen
BETWEEN (1) Midsomer Norton Town Council ("the Council") and (2) Midsomer
Norton Community Allotments Association ("the Tenant")

WHEREBY

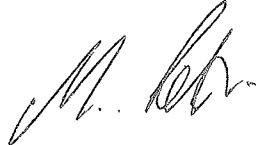
- 1 The Council agrees to let and the Tenant agrees to take for a term of 5 years (commencing on 1st October 2012) all that parcel of land containing 2.75 acres or thereabouts and more particularly delineated on the plan annexed hereto and therein shown coloured round with red situate at Radstock Road, Midsomer Norton ("the Allotments"). The Tenant will collect rent at the rate of 30 pence per square metre per annum and pay to the Council all of the gross rental income less £500 to cover management costs yearly in advance by 2nd January and without deduction otherwise than allowed by statute, apart from in the first year of operating the Lease, when the tenant will pay to the Council the gross income less £1,000. The management cost and square meter rental rate will be reviewed annually at a meeting between the Tenant and the Council to be held in September 2013 and thereafter in September each year where the Tenants operating accounts will be disclosed to the Council.

- 2 The Tenant agrees with the Council:
 - 2.1 to be responsible for the complete day to day running of the Allotments and shall let the individual plots ,to members of the Tenant Association with the proviso any lettings after the 1st October 2012 shall only be to those who permanently reside in Midsomer Norton and are on the electoral roll. Anyone with a letting prior to the 1st October 2012 who does not permanently reside in Midsomer Norton and are not on the Electoral Roll can retain their letting.
 - 2.2 to be responsible for the collection of individual rents from the allotment holders.
 - 2.3 to be responsible for the giving of notice to the allotment holders for non-cultivation and/or non-payment of rent.
 - 2.4 to ensure 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 between the allotments included therein or abutting thereon shall be kept trimmed on a regular basis.

- 2.5 to ensure the Allotments shall not be used for the purpose of any trade or business, except the distribution of seeds fertilisers tools etc. by the Tenant Association to its members.
 - 2.6 to ensure that no obstruction or encroachment shall be caused or permitted on any path or roadway on the Allotments.
 - 2.7 to ensure no mineral gravel sand earth or clay shall be taken or carried away therefrom without the consent of the Council.
 - 2.8 that in the event of the Allotments Association being wound up during the period of the tenancy to hand any residual funds to the Council.
 - 2.9 maintain public liability insurance to cover up to £5,000,000
- 3 The Council will:
- 3.1 be responsible for the provision of a water supply and for paying the water charges relating to the site. The Tenant will not use hose pipes or sprinklers for watering.
 - 3.2 cut the grass on the allotment paths from time to time.
 - 3.3 be responsible for pest control excluding deer.
 - 3.4 be responsible for maintenance of the boundary fences, hedges, access roadway and car parks on the Allotments.
- 4 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.
- 5 This agreement may be determined:
- 5.1 By either the Council or the Tenant giving to the other 12 months' notice in writing expiring on or before 6 April or on or after 29 September in any year.
 - 5.2 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:
 - 5.2.1 For any purpose (not being the use of the same for agriculture) for which they have been appropriated under any statutory provision or
 - 5.2.2 For building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes
 - 5.3 By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:
 - 5.3.1 If the rent or any part thereof is in arrear for not less than forty days whether legally demanded or not or
 - 5.3.2 If it appears to the Council that the Tenant or any one or more its members not less than three months after the commencement of the Agreement have not duly observed the conditions contained therein.

6 Any notice 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 Clerk of the Council or other authorised officer of the Council for the time being or by affixing the same in some conspicuous manner on one of the allotments comprises in the agreements 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 send by a pre-paid post letter to the Clerk of the Council.

Signed by:




For Midsomer Norton Allotments Association

Witnessed by:



Signed by



For Midsomer Norton Town Council

Witnessed by:



