

## Plot No – 99

AN AGREEMENT made this 10<sup>th</sup> October 2022 between the WEST END ALLOTMENT ASSOCIATION hereinafter called "WEAA" of the one part and Any Person of the other part.

WHEREBY WEAA agree to let and the Tenant agrees to take on a yearly tenancy from the first day of January for the Allotment plot number(s) mentioned above and recorded in the Register retained by WEAA (subject to conditions, exceptions, and reservations contained in the Agreement between WEAA and Elmbridge Borough Council) and in accordance with the following clauses at a varying yearly rental payable in advance and at a proportionate rent for any part of a year over which the tenancy may extend.

**THIS TENANCY AGREEMENT is subject to the tenant being a fully paid up member of the WEAA in accordance with its rules and constitution.**

1. The rent shall be due on the 1<sup>st</sup> day of January each year.
2. The Tenant shall keep the plot(s) clean and free from weeds and in a good state of cultivation and fertility and in good condition as otherwise directed by the committee.
3. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment or obstruct any path or roadway.
4. The Tenant shall not under let, assign or part with the possession of the plot(s) or any part thereof without the consent of the committee.
5. The Tenant shall not without the consent of the committee cut or prune any timber/trees or sell or remove any soil or mineral
6. The Tenant shall where appropriate, keep hedges that form part of the boundary of the allotment plot(s) property trimmed; keep all ditches cleaned out and maintain and keep in good repair any fences, gates, paths or sheds on the plot(s).
7. The Tenant agrees not to keep any livestock on the allotment and shall not plant any trees or large bushes other than domestic fruit trees.
8. The Tenant agrees not to erect or construct any structure on the plot(s) other than a garden shed/greenhouse having a maximum size of 6' x 4'. The plot holder must apply to the committee if a larger shed/greenhouse is required.
9. The Tenant shall not use any barbed wire on the plot(s) or within the allotment site.
10. The Tenant shall observe and perform all conditions and all covenants contained in the Agreement under which the WEAA hold the land.
11. The Tenant accepts that the WEAA assumes no liability in respect of the security of tenants' plots or any of their personal possessions.

12. Any WEAA committee member or Elmbridge Borough Council official shall be entitled at any time to enter and inspect the allotment site/plots.
13. The Tenant agrees to remove any non-biodegradable materials from the plot(s).
14. The Tenancy of the allotment plot(s) shall terminate after the death of the Tenant at a date to be decided by the committee and shall also terminate whenever the tenancy or right of occupation by the WEAA terminates. It may also be terminated by the WEAA by re-entry after one month's notice if the rent is in arrears for more than 30 days or if the Tenant is not duly observing the conditions of his/her tenancy.
15. The Tenant shall not make use of water sprinklers, unattended hoses or any other type of automatic watering device.
16. Unless otherwise agreed with the committee any shed, tools or personal possessions, including plants and produce, of the Tenants must be removed from the plot within 14 days of the expiry of the tenancy. Any shed or equipment etc. not removed within this period will become the property of the Association.
17. By signing this contract you are signing a disclaimer confirming you are using all equipment on site at your own risk.

The tenancy may also be determined by the WEAA or the Tenant by twelve months' notice in Writing provided such notice is given between the dates of 30<sup>th</sup> September and 31<sup>st</sup> December.

Signed \_\_\_\_\_ (Tenant)

Signed \_\_\_\_\_ (WEAA Hon. Secretary)