

Tenancy Agreement

THIS AGREEMENT is made the.....day of..... 202..... BETWEEN

(1) Buckhurst Hill Leisure Gardens CIC (limited by guarantee and registered in England and Wales under number 9404196 registered office 28 Hills Road, Buckhurst Hill, Essex, IG9 5RS Telephone 0208 5055120) (hereinafter "BHLGCIC"); and

(2) Name Address
..... Home telephone:
Mobile telephone: Email address:
(hereinafter "the Tenant")

NOW IT IS AGREED as follows

1. Allotment Garden, Commencement, Rent and Administration Charge

The Allotment Garden is Plot No	Commencement Date 25 March 202.....
Comprising approximately Sq rods	Starting Rent £
On the Allotment Site	Starting Administration Charge £

2. Tenancy and Rent

BHLGCIC agrees to let and the Tenant agrees to take the Allotment Garden to be held on a yearly tenancy from the Commencement Date at the Starting Rent plus the Starting Administration Charge (or such greater rent and administration charge as BHLGCIC may determine) which is payable to BHLGCIC by the Tenant in advance on the 25 of March each year and at a proportionate part for any part of the year if the tenancy commences after such date. Payment shall be made directly to: Business Account Name: Buckhurst Hill Leisure Gardens CIC Account No. 20408352 Bank: Unity Bank Sort Code: 60-83-01. **When paying electronically please use the initial(s) of the site and plot number(s) as above so that we can attribute your payment to our records.**

Where a Tenant gives up his tenancy then he shall not be entitled to the return of any rent or administration charge for any unexpired part of the year. If BHLGCIC seeks to increase the annual rent or administration charge then it shall give to the Tenant 14 days' notice thereof in the case of a rise of less than 10% and 28 days' notice thereof in the case of a rise of 10% or more. Water supply shall be included in the rental charge where a water supply is available on the Allotment Site.

3. Use and Conduct, Lease Terms, Termination of Tenancy, Change of Address, Interpretation, Notices, Data Protection Act, Membership of BHLGCIC

Covenants, terms and conditions set out in the schedule hereto dated 12 May 2020 shall be deemed to be incorporated herein. The tenancy is subject to the Allotments Acts 1908 to 1950 and BHLGCIC Rules, Bonfire Code, Diversity Policy, Code of Conduct & Privacy Policy which can be viewed on the allotments' website: www.buckhursthillallotments.co.uk. The Tenant acknowledges the above conditions and applies to be admitted as a member of BHLGCIC and whilst a member guarantees to pay a maximum of £1 towards costs should BHLGCIC be wound up.

Executed and delivered as a deed the date and year first before written by:

BHLGCIC by: Director Signature	Tenant Signature
In the presence of witness Signature	In the presence of witness Signature
Name.....	Name.....
Address.....	Address.

Schedule to Tenancy Agreement

1. Prohibition on Underletting

1.1. The Tenant shall not underlet, assign, charge or part with possession of the Allotment Garden or any part thereof.

2. Use and Conduct

2.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 and shall not carry on any trade or business from the Allotment Site.

2.2. The Tenant shall at all times comply with the Rules, Bonfire Code, Diversity Policy, Code of Conduct & Privacy Policy from time to time adopted and as amended by BHLGCIC which shall be deemed to be incorporated herein.

2.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site nor obstruct any shared pathway and must conduct himself appropriately at all times.

2.4. The Tenant will be a member of BHLGCIC and must comply with the then current Constitution of BHLGCIC.

3. Lease Terms

3.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease, transfer, conveyance or agreement under which the Allotment Site is held.

4. Termination of Tenancy

4.1. The tenancy of the Allotment Garden shall terminate

4.1.1. automatically on the death of the Tenant (provided that BHLGCIC may at its discretion permit members of the deceased Tenant's family to harvest crops from the Allotment Garden up to the following 29 September), or

4.1.2. By BHLGCIC (or its successor) giving at least 12 months' notice in writing expiring on or before 6 April or on or after 29 September in any year;

4.1.3. By re-entry by BHLGCIC (or its successor) at any time after giving 3 months previous notice in writing to the Tenant if BHLGCIC has received notice from the Parish terminating BHLGCIC's lease on account of the land being required

4.1.3.1. For any purpose (not being the use of the same for agriculture) for which the land was acquired by the Parish or has been appropriated under any statutory provision, or

4.1.3.2. For building, mining or any other industrial purposes or for roads or sewers necessary in connection with any of these purposes.

4.1.4. by the Tenant giving BHLGCIC 28 days' notice in writing (it being recognised by the Tenant that a greater notice period would be helpful to BHLGCIC in finding a new Tenant for the Allotment Garden)

4.1.5. by re-entry if the rent or administration charge is in arrears for not less than 30 days, or

4.1.6. by re-entry if the Tenant is not duly observing the conditions of this tenancy including the Rules of BHLGCIC from time to time in force (where the issue is failure to adequately cultivate the plot or to keep it in a good condition then BHLGCIC may at its discretion give a verbal warning to the Tenant and wait for one month before re-entering upon the site if such issues are not fully remedied within that time), and/or any rules or regulations stipulated by the Parish from time to time in respect of the Allotment Site; or

4.1.7. by re-entry if the Tenant ceases to be a member of BHLGCIC or becomes insolvent, bankrupt or compounds with his creditors.

4.2. In the event of the termination of the tenancy the Tenant shall return to BHLGCIC any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition.

5. Change of Address

5.1. The Tenant must immediately inform BHLGCIC of any change of address, telephone number or email address.

6. Interpretation

6.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa. Clause headings do not form part of this Agreement and

will not be taken into account in its interpretation. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.

7. Notices

7.1. Any notice given under this Agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by first class post. A notice may be sent by email if a confirmatory copy is delivered by hand or sent by first class post on the same day. Any notice served on the Tenant should be either handed in person to the Tenant or delivered at or sent to his last known home address. Any notice served on BHLGCIC should be sent to the Registered Office of BHLGCIC. A notice sent by first class post is to be treated as having been served on the third working day after posting whether it is received or not. A notice sent by email is to be treated as served on the day on which it is sent whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

8. Data Protection Act

8.1. The Tenant has no objection to this membership record and the personal details set out above being held on computer files. This and other information supplied to BHLGCIC may be shared with Buckhurst Hill Parish Council and with BHLGCIC's insurers and will otherwise be treated by BHLGCIC in the strictest confidence and will not be passed on to any other third-parties. By providing an email address the Tenant is agreeing to receive communications and information from BHLGCIC by email relating to allotment issues.