

AN AGREEMENT made the first day of October, two thousand and four between the BISHOPS WALTHAM PARISH COUNCIL of Well House, 2 Brook Street, Bishops Waltham, Southampton in Hampshire (hereinafter called "the Council") of the one part and the ALLOTMENT SECRETARY of the Bishops Waltham Gardening Club (currently JOHN PRICE of Newtown Lodge, Tangier Lane, Bishops Waltham, Southampton in Hampshire) and the CHAIR OF THE BISHOPS WALTHAM GARDENING CLUB (currently JOAN POWELL of 10 Brooklands Road, Bishops Waltham, Southampton in Hampshire) as Trustees of the BISHOPS WALTHAM GARDENING CLUB (hereinafter called "the Tenant") of the other part.

WHEREBY

1. The Council agrees to let and the tenant agrees to take for a term of THIRTY ONE YEARS all that piece of land containing 5.5 acres or thereabouts and for the purpose of identification edged yellow on the plan annexed hereto situated at Albany Road, Bishops Waltham in Hampshire (thereinafter called "the Allotments") at the yearly rent of One Pound (£1.00) payable in advance.
2. The Tenant agrees with the Council as follows:-
 - 2.1 The Allotments shall not be used for the purpose of any trade or business except for the distribution of seeds, fertilizers, tools and associated sundries by the Tenant to its members.
 - 2.2 The let Allotments shall be kept well maintained in a proper state of cultivation and fertility and in good condition and any pathway or driveway included therein or abutting thereon shall be kept reasonably free from weeds.
 - 2.3 No nuisance or annoyance shall be caused or permitted to the occupier of any other land belonging to the Council and no obstruction or encroachment shall be caused or permitted over the access road and in or on any paths or roadway set out by the Council for the use of the occupiers of the Allotments or the adjoining property.
 - 2.4 No timber or any other trees upon the Allotment other than those which form the boundary between the two allotment fields shall be cut or pruned and no mineral, gravel, sand, earth or clay shall be taken or carried away therefrom for commercial gain without the consent of the Council.
 - 2.5 No additional building or structure will be permitted on the Allotments without the prior written approval by the Council.

- 2.6 The Tenant shall be responsible for the complete day to day running and general management of the Allotments and shall let the individual plots giving preference to the inhabitants of the Parish of Bishops Waltham.
- 2.7 The Tenant will be responsible for the maintenance of all internal paths, ditches, hedges and fences at the Allotments.
- 2.8 The Tenant shall have authority and responsibility for the giving of notice to allotment holders for non-cultivation and/or non payment of rent or for any other breach of the Club's rules.
- 2.9 The Tenant shall be responsible for the collection of individual rents from allotment holders the amount of which shall be fair and reasonable.
- 2.10 In the event of any dispute between the Tenant and any individual allotment holder then the Council shall act as final arbiter and the Council's decision will be final and binding on both Parties.
- 2.11 The Tenant shall be responsible for its own public liability insurance to be arranged through a reputable insurance company, also for the shed on the Allotments and its contents.
3. The Council agrees with the Tenant as follows:-
- 3.1 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.
- 3.2 The Council will not change or alter any ditches, fences or driveways without first notifying the Tenant in writing of such works, giving three months notice of any intended works.
- 3.3 The Council agrees to maintain all external boundaries, ditches and fences in good order.
- 3.4 The Council agrees for the time being to maintain in good working order the water supply system to the Allotments including all water meters belonging to the Council and the Tenant agrees to pay water charges and one half of the standing water charge upon production of the Portsmouth Water Company invoice, the Council being responsible for any charges arising from leakage of water.
- 3.5 Upon completion of the installations of a new water supply to the Allotments, the Tenant agrees to accept prime responsibility for the water supply to the Allotments and Bishops Waltham Cricket Club by Portsmouth Water Company and the payment of bills, collecting a fair proportion of the metered charges from Bishops Waltham Cricket Club, the Council acting as final arbiter between

the Tenant and Bishops Waltham Cricket Club in the event of any dispute arising.

Upon completion of the installation of the new water supply to the Allotments the Tenant will be responsible for maintenance and all charges arising from water leaks from the supply to the Allotments.

4. This agreement may be determined
 - 4.1 By either the Council or the Tenant giving to the other twelve months notice in writing expiring on 29th September in any year. Should the Council require the land for any purpose other than for allotments then an alternative site of comparable area and horticultural quality will be offered to the Tenant.
 - 4.2 By re-entry by the Council at any time, should the Tenant be unable to administer the Allotments for any reason, after giving one months previous notice in writing to the Tenant.
 - 4.3 Any notice required to be given by the Council to the Tenant may be given by sending by registered post or by a recorded delivery service a written notice by the Clerk to the Parish Council or other authorised officer of the Council, or should the Tenant be unable to administer the Allotments for any reason, notice may be given by affixing the same to any plot adjacent to the main driveway on the Allotment site.
 - 4.4 Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent by recorded post to the Clerk to the Parish Council

IN WITNESS whereof the parties have hereunto set their hands the day and year first before written

FOR BISHOPS WALTHAM PARISH COUNCIL

Gideon R Lake

(Chairman)

Witnessed by

Bullock

Andrew R. Gog

(Vice Chairman)

FOR BISHOPS WALTHAM GARDENING CLUB

Joan G. Powell

(Chairman)

Witnessed by

L. Powell

[Signature]

(Allotment Secretary)