

KINGSTON FEDERATION OF ALLOTMENT GARDENERS

THE MODEL LEASE

The document "Main Terms To Be Included In A Model Lease For Newly Self Managed Sites" was drawn up in September 2008 by John Mitchell, Principal Valuer of the Borough Valuer's Department, following discussions and agreement with the Federation.

The aim was to prepare a fair and reasonable 'model lease' for newly voluntary (self) managed sites and for existing voluntary managed sites renewing their lease. This would avoid the necessity for each individual site to negotiate their own terms which had in the past seemed daunting to some when considering voluntary management. It would also take into account the level of responsibility which could reasonably be expected of volunteers.

The document contains the main terms and forms the 'core' of a lease. The formal lease document will take a slightly different format and language for legal reasons but must express the terms that have been agreed.

Circumstances at some sites may vary, such as a right of way to a trading hut, use of a vehicle access etc. and clauses related to these individual circumstances will be added where necessary.

The lease is an agreement between two parties for the use and management of the allotment site. The two parties are the Council of the one part and the "Tenant" of the other part. The "Tenant" is the Allotment Association.

There are usually 3 signatories to the lease, the Chairperson, the Treasurer and one other who sign "on trust for members of the *name* Allotment Association (the Tenant)". This will be stated in the opening paragraph of the lease.

Some of the terms included are according to allotment legislation, particularly those relating to the termination of the tenancy; notice times, compensation etc.

The Federation are happy to discuss the leases for new and existing voluntary managed sites.

If you have any queries or require further information please contact the KFAG secretary:

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ALLOTMENTS WITHIN THE ROYAL BOROUGH OF KINGSTON UPON THAMES

MAIN TERMS TO BE INCLUDED IN A MODEL LEASE FOR NEWLY SELF MANAGED AND RENEWING SITES

LEASE

1. The lease will be for a period of 12 years.
2. The lease will be granted to at least 2 members of the relevant allotment Association, say Chair, Secretary and/or Treasurer, on behalf of the Association.

RENT

3. The rent will be:

1 st year	Nil
2 nd year	50% of the 'full rent'
3 rd year	The 'full rent', subject to annual review in line with the increase in the Retail Prices Index

- NB. The 'full rent' will be the number of plots on the site multiplied by 25% of the rate charged by the Council for its own plots.

TENANT'S / ASSOCIATION'S MAIN OBLIGATIONS

4. The tenant / Association will:
 - (a) pay for water and any other utility services;
 - (b)
 - (i) be responsible for maintaining such boundary fence or fences as shall be agreed with the Council, but not for major repairs or replacement;
 - (ii) carry out day-to-day maintenance of gates, but not major repairs or replacement;
 - (iii) maintain existing footpaths in reasonable condition, to include mowing, strimming or such other works necessary to keep them in a usable condition ;
 - (v) be responsible for general day-to-day repair and maintenance of water supply system but not for major repairs or replacement;
 - (c) allow the Council and its agents to enter the site, by appointment, to carry out works to trees or boundaries or to view the condition of the site;
 - (d) not transfer the lease to anyone else;
 - (e) sub-let plots on the site:
 - (i) for the sole purpose of allotment gardening; and
 - (ii) at a rent for each plot which the tenant / Association deems appropriate;

- (f) be permitted to allow plot holders to erect a shed and/or greenhouse in accordance with the attached 'Guidelines for Sheds and Greenhouses on Allotment Sites;
- (g) not display at the site any sign which has not first been approved by Council;
- (h)
 - (i) not make any alterations to the site, including services, without the Council's written consent;
 - (ii) not store any specially inflammable or explosive substance at the site;
- (i) use the site only for permitting the cultivation of allotment gardens or such other purposes as may be approved by Council;
- (i) not obstruct any windows of neighbouring premises or permit any encroachment;
- (j) indemnify the Council against all claims which might arise as a consequence of the Association's use of the site, but only to the extent of the Association's own insurance policy;
- (k) comply with all works necessary by statute, any authority or insurers and indemnify the Council for any default;
- (l) not use, or allow the use of, barbed wire at the site;
- (n) not, without Council's written consent, prune any timber or any trees other than those growing for the supply of fruit for use by plot holders, or to sell or carry away any mineral, gravel, sand, clay, turf or soil from the site;
- (o) observe any other reasonable conditions the Council may from time to time approve or consider necessary for preserving the site from deterioration.

TERMINATION

6. The lease may be brought to an end as follows:
 - (a) by the Council:
 - (i) on 12 months' notice or longer expiring on or before 6 April or on or after 29 September in each year;
 - (ii) if rent is in arrears for more than 21 days;
 - (iii) if the Association breaches any term of the lease;
 - (iv) if the Association is wound up;
 - (e) by the Association on giving 12 months' notice in writing to expire on or before 6 April in any year, but the Council may accept such shorter period of notice as is appropriate in the circumstances.
7. If the Council terminates the lease under 6.(a) above, the Association will be entitled to compensation for growing crops, manures and disturbance amounting to one years rental payable by one or any plot holder.

OTHER TERMS

8. The Council will be entitled to recover compensation from the tenant if the site is not maintained in accordance with the tenant's obligations;
9. The Council will not be under an obligation to maintain any of the boundary hedges or fences or to carry out major repairs to gates, or to replace water supply, but it will enter into discussion with the tenant / Association should such matters arise.
10. The lease will include such other terms as may be appropriate for any specific sites.