



**Pathways**

**AN AGREEMENT made the --Date-- BETWEEN**

**(1) Pathways** (hereinafter called 'the Charity') of 33 Dean Court, Bowmans Close, London W13 9YU and

**(2) The Tenant**

hereinafter called ('the Tenant')

**WHEREBY IT IS AGREED** as follows:-

1. The Charity agrees to let and the Tenant agrees to take a tenancy of allotment plot number **HXXX** at Haslemere Allotments from **--Date--** to **--Date--** and thereafter on a yearly tenancy from the first Monday in October.

**The yearly rental of £xxx + £xxx** Sinking Fund Charge is payable in advance and at a proportionate rent for any part of a year over which the tenancy may extend.

2. The Tenant agrees with the Charity
  - a) To pay the rent reserved in advance and without deduction otherwise than allowed by the Charity
  - b) To cultivate the plot only for the production of fruits, vegetables and flowers for domestic consumption and for no other purposes. The plot may not be cultivated solely as an orchard or arboretum. Planting of new trees to be approved by the committee Trees must be kept suitably pruned and maintained
  - c) To keep the plot clean and free from weeds and maintained in a proper state of cultivation and fertility. Any pathway included thereon shall be kept reasonably free from weeds and long grass.
  - d) Not to bring onto the site any rubbish, refuse or decaying matter other than manure or compost in such quantities as may be reasonably required for cultivation.
  - e) Not to cause or permit any nuisance or annoyance, or obstruct or encroach on any pathway or roadway set out by the Charity for the use of the plot holders. Footpaths between plots should be 45 centimetres in width and the central paths along the site 1 metre wide at Northfield and 2 metres at Haslemere for driveway access. Fences may only be constructed with the permission of the managing agents.
  - f) To behave in an appropriate manner at all times. Not to enter another tenant's plot without permission or steal property, plants or produce from other plots. Not to act in an abusive or aggressive manner towards other occupiers of the allotment site, officers, agents and trustees of the Charity.
  - g) Barbed wire is not permitted on the site for any purpose.
  - h) For the Haslemere site plot holders are required to protect external fencing and keep every hedge which forms part of the allotment properly cut and trimmed and to use his/ her best endeavours to protect any other land and property forming part of the allotment garden. For the Northfields site plot holders are reminded that the hedgerow surrounding a large part of the site is a 'Site of Importance for Nature Conservation' (SINC) and legally protected. The hedgerow extends 1.5m (five feet) from the boundary fence and the plot holder must not encroach upon this space or cut or trim the hedgerow. Hedgerow maintenance is the responsibility of the managing agents.

- i) Not to connect any hosepipe to stand pipes. Connecting a hosepipe to a standpipe is a breach of the 1999 Water Regulations and subject to a fine of up to £1000—a fine payable by the Tenant concerned, not the Charity. Water is available every year from 01 May to 30 September
- j) To comply at all times during the tenancy to all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations regarding the allotment.
- k) To indemnify the Charity from all claims whatsoever arising from his/ her occupation of the Allotment.
- l) To indemnify the Charity against any costs or expenses incurred by the Charity in respect of repairs, or for loss or damage caused, to any part of the Allotment or to any structure or item thereon, caused by his/her act, neglect or default.
- m)** Not without written consent of the Charity to erect any building, tool shed or greenhouse, Poly Tunnel or Concrete Hard standing on the plot. (Removable paving laid on earth or sand is acceptable).
- n) Not to permit or allow domestic animals to run freely on the Allotment. Any dog shall be held on a leash at all times.
- o) To maintain the security of the allotment garden by relocking the gates after use even whilst in the allotment. The Tenant must not however, change, substitute or tamper with any Charity authorised lock or to add an unauthorised lock or fastening device on the site gates.
- p) Not to bring onto the plot nor use any illegal chemical agents or any products prohibited by the Trustees. If required the Tenant agrees only to use quantities of herbicide or insecticide deemed reasonable for the size of the plot and season of the year and to use these in accordance with the manufacturers' recommendations. They are to be kept in a safe condition at all times.
- q) Not to sublet, assign or part with possession of the allotment or any part thereof without the written consent of the Charity. (Note: A person sharing an allotment plot with the Tenant, with or without the agreement of the Charity, has no right to the allotment plot when the tenancy expires)
- r) Not to keep any livestock on the site. However, a Tenant wishing to keep bees must first obtain the permission by writing to the Managing Agent.
- s) Not to allow children aged 12 or under onto the allotments unless accompanied and supervised by the plot holder and not to allow them, or any other visitor, to trespass on other plots.
- t) Bonfires are not permitted on the allotment site at any time except by permission of the managing agents.
- u) Not to use the allotment for residential purposes.
- v) That any Trustee, officer or agent of the Charity shall at all times have the right to enter and inspect the Allotment.
- w) To inform the Charity immediately of any change of his/her address by writing to Housing Pathways 65 Tawny close London W13 9LX. 0208579 7411. Email info@yourpathways.org.uk

3. **THE TENANCY MAY BE TERMINATED** in any of the following ways: -

- a) By either party giving to the other 12 months previous written notice expiring on or before the first Monday in April or after 30<sup>th</sup> September in any year.
- b) On the rent day next after the death of the Tenant
- c) The tenant giving notice at any time
- d) By repossession by the Charity after giving one month's notice in writing to the Tenant:
  - I. If the rent or any part thereof is in arrears for not less than twenty- eight days whether legally demanded or not, or
  - II. If it appears to the Charity that there has been a breach of the conditions on the part of the Tenant contained in this agreement.
- e) On completion of a notice period, all keys must be returned to the Charity and on termination of the tenancy, the Tenant will relinquish title to any tools, structures, shed and its contents, produce or perennial plants or trees left on the plot. The Tenant must return the plot in such condition as shall be in compliance with the conditions contained herein this Agreement.

4. **NOTICES**

- a) Any notice required to be given by the Charity to the Tenant will be deemed to have been served if signed by an authorised officer of the Charity and either handed to the Tenant in person or sent to the last known address.
- b) Any notice required to be given by the Tenant to the Charity will be deemed to be served if signed by the Tenant and sent to the Chief Executive, Housing Pathways, 65 Tawny Close, London W13 9LX.

5. **DISPUTES**

- a) In the case of dispute between the Tenant and any other occupier of the Allotment or the Managing Agent, the decision of the Chief Executive of the Charity will be final and binding on both parties.
- b) In the case of dispute between the Tenant and the Charity, the decision of the Board of Trustees will be final.

6. **THE CHARITY'S AGREEMENT**

- a) The Charity hereby reserves the right at any time during the continuance of this Agreement to vary the written terms of it and upon such variation shall give notice to the Tenant in writing within twenty eight days of the variation.
- b) The Charity hereby reserves the right to increase the rent on giving the Tenant at least twenty eight days prior notice in writing.

**SIGNED BY THE TENANT** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name: \_\_\_\_\_

**SIGNED ON BEHALF OF THE CHARITY**

\_\_\_\_\_ **Date** \_\_\_\_\_