

AN AGREEMENT made this 17 Day of MAY Two thousand and 2011.

Between

Hixon Parish Council, of 79 Sycamore Drive, Hixon, Stafford ST18 0FB and its successors, (hereinafter called 'the Council') of the one part,

and
Hixon Allotment Association – Wellington Fields, of Egg Lane Hixon, Stafford and its successors, (hereinafter called 'the Association') of the other part.

WHEREBY.

1. The Council agrees to let and the Association agrees to take for 50 years, ('the term'), with an extension at the Council's sole discretion, all that parcel of land containing 1.33 acres (100m x 65m) or thereabouts, and more particularly delineated on the plan marked 'A' enclosed and thereon shown edged in red, situated at Egg Lane, Hixon, Stafford, at a yearly rental of £1,200 payable yearly in advance and without deduction otherwise than allowed by statute. ^{to} ^{can} _k 17/5/2011

The rental will be Subject to a review on the anniversary date of this lease and every anniversary date thereafter during the term and increased in line with the Retail Price Index, RPI.

2. The Association agrees to the layout of the parcel of land as shown on the 'allotments layout plan' marked 'B' enclosed. The layout may be changed from time to time with the agreement of the Council and the Association.
3. The Council will be responsible for reasonable structural maintenance of the following items as marked on the 'allotments layout plan' marked 'B' enclosed:-
Fencing and gates
Gate security
Main access track, pathways, parking area and manoeuvring area.
The hedge forming the boundary of the parcel land as detailed above in (item 1), with Egg Lane.
4. The Council will use its best endeavours to secure funding to restore the 'existing building' as on the 'allotments layout' plan marked 'B' enclosed, to a reasonable state of repair for use as a shelter, subject to the Local Planning Authority given the appropriate planning and building regulations approval; provided always if such approval is not forthcoming, the 'existing building' will be removed by the Council at its expense.
5. The Council will provide public liability insurance for the parcel of land as mentioned in the plan marked 'A' in this Agreement, for the benefit of all allotment members.

6. The Council will pay the Water Utilities provider's fees and rental charges for the parcel of land as mentioned in this Agreement. The water utilities provider's fees and rental charges will be reviewed after the end of the first year of operation in May 2012. Following this review, an amicable arrangement will be made between the Council and the Association as to an appropriate payment methodology for the Water Utilities provision. The methodology will be appended to this agreement. Payment to the Council from the Association will be in arrears and paid on an annual basis.

7. The Association agrees with the Council, as follows:-
 - a. The Allotment shall only be used for growing legal produce associated with allotments.
 - b. The Allotments shall not be used for the purpose of any trade or business, except the distribution of seeds, fertilisers, tools, etc., by the Association to its members.
 - c. The Allotments shall be kept free from weeds and in a proper state of cultivation and good condition. Any pathways and items as mentioned in items 3 & 4 of this Agreement shall be kept reasonably free from weeds, debris and such items that may cause obstructions, encroachment or nuisance..
 - d. No mineral gravel sand earth or clay shall be taken or carried away without consent from the Council.
 - e. The Water paid for the Council shall be used for the sole purpose of the cultivation of the Allotments and shall not be used for any other purposes.
 - f. The Association shall be responsible for the complete day to day running of the Allotments and shall let the individual plots to its members. This Association will maintain a list of holders together with a reserve list. Holders of Allotments shall reside within the Hixon Parish Council boundary unless agreed with the Council.
 - g. The Association shall have authority and responsibility for the giving of notice to holders for non-cultivation and /or non payment of rent.
 - h. The Association shall be responsible for the collection of individual rents from 'Allotment Holders'.
 - i. The Association shall report to the Council annually on its operation of the allotments.

 - j. That the Association acknowledges that it has had sight of the head lease between the Head Landlord and the Council and agrees to observe all the provisions of it and that the Association will cause all allotment holders to do likewise.

8. Any officer or agent of the Council shall be entitled at any time, when so directed by the Council; to enter, inspect or maintain the allotments.

9. The Agreement may be determined:-

- a. By the Council at any time after giving twelve months notice in writing to the Association of the land being required by the Land Owner.
- b. By peaceable re-entry by the Council at any time after giving notice in writing to the Association :-
 - i. If the rent or any part thereof is in arrears for not less than twenty one days whether legally demanded or not.

OR


- ii. If it appears to the Council that the Association or any one or more of their members has not duly observed the conditions contained therein.

10. Any notice required to be given by the Council to the Association, may be given by sending a registered post or by the recorded delivery service a written notice by the Clerk or the Council or other authorised officer of the Council for the time being or by affixing the same in some conspicuous manner on any one of the allotments comprised in this Agreement and any notice required to be given by the Association to the Council shall be sufficiently given if signed by the Secretary of the Association and sent by pre-paid letter to the Clerk of the Council.


11. Any dispute between the parties in this agreement will be resolved by the Council's solicitors.

As agreed by the Council and the Association.


For and on behalf of the Council;

Signed 
Block Capitals BRENDAN MCKEOWN
Position CHAIRMAN
.....

For and on behalf of the Association

Signed 
Block Capitals O.K.W. RUSSELL
Position CHAIRMAN
.....

IN WITNESS

Signed 
Block Capitals C. GILL
Position Clerk to the Council
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