

Summary of Allotment Agreements relating to the Brentwood and Hutton Horticultural Society Allotment sites.

Brentwood Horticultural Society Allotments Agreement

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| Term | 7 years from 1 March 1981 |
| Rent | <p>The Horticultural Society is to collect the rents and is not to charge more than £8 per 10 Rods and males over 65 and females over 60 shall not be charged more than half of this amount.</p> <p>Whilst the initial lease provided for the Horticultural Society to retain half of the rents collected (the other half being payable to Brentwood Council) but this was subsequently changed in July 1989 (see letter in Appendix 6) by agreement to the retention of 90% of the rents collected. This means that the Council are paid 10% of the rental income from plot holders.</p> |
| Water Charges | The Horticultural Society is to pay the water supply charges and maintain such supply within the sites |
| Maintenance | <p>The Horticultural Society is to maintain the footpaths within the sites.</p> <p>The Council required to maintain all fencing and gates separating the sites from adjoining land and also to maintain in good condition all access roads.</p> |
| Assignment | The Horticultural Society is not to assign or underlet the sites. |
| Use | Not to use or permit the sites to be used for any purpose other than for the cultivation of allotments. |
| Residents | The Allotment plots are to be only let to Brentwood residents |
| Accounts | The Horticultural Society is to maintain separate accounts in respect of the sites and to provide the Council with a financial statement at the expiry of each year of the Agreement |
| Trees | The Horticultural Society is not to plant any trees on the sites other than bush fruits without the previous consent of the Council. The Horticultural Society is not to prune or cut any trees on the site at the date of the Agreement without the prior consent of the Council. |

Hutton Horticultural Society Allotments Agreement (brief summary)

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| Landlord | London County Council (Original Landlord now vested in Brentwood Borough Council) |
| Tenant | Hutton Horticultural Society |
| Term | Yearly tenancy from 24 March 1956. The tenancy must be determined by 12 month's Notice to expire on or before 6 April or on or after 29 September. |
| Rent | <p>Initial rent £13 4 shillings. The initial provision was for the plot holders not to be charged more than 1 shilling per rod per annum.</p> <p>The rent for the Birkbeck Road allotment site was increased to £75 per annum exclusive with effect from November 2003.</p> <p>As with the Brentwood Horticultural Society Agreement, Hutton Horticultural Society retain 90% of the plot holder rental income.</p> |
| Rent Reviews | These are every 5 years |
| Repair | <p>Tenant to keep the land buildings and ditches on or surrounding the land in good condition and tenantable repair</p> <p>The Council will erect and maintain any fencing and gates to separate the land from adjoining land.</p> |
| Use | The land is to be let and divided into allotment plots to be properly cultivated and kept free from weeds. It is also only to be let to the Council's tenants of the Hutton Estate. |
| Assignment | The Tenant is not to assign or underlet or part with possession of the site. |
| Water | The tenants are to carry out all arrangements necessary for the provision and installation of water for the use of the Allotment holders and to bear the cost thereof. |

Hutton Horticultural Society - Trading Shed Agreement (brief summary)

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| Term | 25 years from November 1992. (Expired 23 November 2017) |
| Rent | £50 for the first 5 years and subject to review |
| Rent Reviews | Every 5 years |
| Repair | Tenant to keep the exterior and interior of the buildings, walls fences etc in good and tenantable repair. |
| Use | As a trading shed. |