

Heads of Terms of the Lease

Landlord:	Brentwood Borough Council
Tenant:	Wash Rd Allotment Associations Ltd
Property:	Land comprising 62 allotments at Wash Rd, Hutton, Brentwood. CM13 1DL
Contractual Term:	5 years
Start Date:	01.01.2016
Annual Rent:	£570pax reduced to £150pax (Paid annually in advance on the 1 st April in each year).
Permitted Use:	Cultivation of an allotment only
Rent Review:	Review of the annual rent by the % increase in the RPI over the preceding year.
Insurance:	The Allotment Society will maintain £5m Public Liability Insurance. The Society will produce a copy of the policy and proof that it is maintained every year.
Rates & other Taxes:	Tenant to be responsible for rates, taxes and all other impositions and outgoings in respect of the Property;
Utilities:	Tenant will pay all costs for utilities and services;
Assignment:	The Tenant will not be able to assign or underlet the whole or any part of the Property. The tenant will be permitted from time to time offer the premises for ad-hoc hourly hire to groups- small community based organisations who share the values of Scouting and in the view of the Group are likely to provide benefit to the local community
Charging:	The Tenant cannot charge the whole or part of the lease;
Repairs:	The Tenant will keep the Property clean and tidy and in good and substantial repair and condition inclusive of Structural, Pipes, wires, cables, drains, services, fencing, hedges etc.
Alterations:	The Tenant shall make any alterations unless they have the express consent of the Landlord

- Indemnity: The Tenant will indemnify the Landlord against all liabilities, expenses, costs, claims, damages and losses in respect of any breach of the Tenant's covenants contained in the lease;
- Exclusion of ss24-28of the LTA 1954: Sections 24-28 of the Landlord and Tenant Act 1954 will be excluded in the lease;
- Break Clause: Mutual break by either party on giving six months notice in writing at anytime.
- Subletting: There shall be no subletting other than the management of the allotments
- Allotment Agreements: The Association shall grant all ploholders an Allotment Agreement which shall be renewed on an annual basis. The Plotholder Agreement must not grant security of tenure and a copy of this agreement must be provided to the Council for review.
- Allotment Priority: Allotment priority shall be given to Brentwood residents
- Financial: The Association shall maintain a separate financial account in respect of the site and provide the detail to the Council at the expiry of each year.
- List: The Association shall maintain a list of persons wishing to rent a plot and to offer plots in strict rotation.
- Legal Costs: Each party will pay their own legal costs in this transaction.