

UK-PRIs31

## Allotment tenancy agreement

**Date of lease:** [Date]

**The Landlord:** [Name]

**The Tenant:** [Name]

**Lease of:** [allotment address]

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The Schedule: Rights expressly reserved

The Landlord is: [name]

of [address]

The Tenant is: [name]

of [address]

The guarantor is: [name]

of [address]

Start date of lease: [date]

End date of lease: [date]

## 1. Definitions

In this lease the following words shall have the meanings shown unless it is clear from :

“Conduit” means any medium through which a service is

“Land” means the land situate at [address inc post code and / or OS map ref] and the plant attached to it and the buildings,

“Landlord” includes the person or persons from time to time entitled to possession of the

"Lease Period" means the total of the Term plus any extension or renewal, during which

“Plan” means the plan[s] attached to this lease and signed by the parties, which identify [ / ].

“Planning Acts” means the Town and Country Planning Act 1990, the Planning Act 2008 and all

"Rent" means the following sums:

From today until 31st 2016 , [£ 600 ]  
 ;  
 From 01 January 2017 31st 2019 , [£  
 800 ] ;  
 From 01 January 2020  
 , [£ 1 , 000 ] ;

“Security Deposit” means the sum paid by the Tenant

“Term” means a term [ ] [ / ]

“Use Allowed” means: use

## 2. Interpretation

In this lease

2.1. Whenever more than one person or company is the

2.2. Any reference to a place or

2.3. Any agreement by any party not to do or omit to

2.4. [\[Except where stated otherwise\],](#)

2.5. The headings to the paragraphs ( )

2.6. The schedule to this lease

2.7. All money sums mentioned in this lease are

2.8. A reference to a right of the Landlord to have access to

2.9. A reference to “the last year of the Term”

2.10. Nothing in this lease or in any consent

### **3. Entire agreement**

3.1. This lease contains the entire

3.2. Each party acknowledges that, in entering into this lease,

3.3. Conditions, warranties or other terms implied

### **4. The lease**

4.1. By this lease the Landlord lets and the Tenant

4.2. The Land is let subject to

4.3. The rights specified

- 4.4. The Rent is payable without any deduction, ,  
,
- 4.5. All payments which may be due by the  
.
- 4.6. [The Landlord is under no obligation to insure nor protect nor  
,  
].
- 4.7. Except so far as provided in this lease, the  
,

## 5. Responsibility for others

- 5.1. The Tenant accepts that he is liable to the Landlord for compliance with  
,
- 5.2. If the Tenant asks the Landlord for consent to some action or activity  
by ,

## 6. Rent and other payments

- 6.1. The Tenant shall pay to the Landlord:
- 6.1.1 the Rent;
  - 6.1.2 An appropriate
  - 6.1.3 a fair proportion (decided by a surveyor nominated by the  
Landlord)  
:

- 6.2. The Tenant shall also pay
- 6.2.1 any work to the
- 6.2.2 preparing and serving a schedule
- 6.3. Payments to the Landlord shall be made by [\[direct debit / Internet /](#)  
[/ \]](#)

## 7. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

- 7.1. use the Land only for
- 7.2. use the land
- 7.3. live and will continue to live,
- 7.4. clean, maintain and keep
- 7.5. provide a written notice to
- 7.6. immediately notify the Landlord of any encroachment on the Land
- 7.7. assist the Landlord as far as reasonably possible, and

7.8. comply with the terms of every law regulating

7.9. comply with all laws

## 8. Restrictions on Tenant

The Tenant

8.1. use on the Land

[list chemicals or products]

8.2. spread or leave

8.3. spray any substance whatever in

8.4. sleep over night on the

8.5. apply for planning permission relating

8.6. make any

8.7. store or leave goods or detritus on

8.8. fix to the Land any pole

8.9. bring onto the Land

8.10. remove or change

8.11. cause any nuisance



8.12. bring, keep or allow any animals to be

;

8.13. leave the Land continuously unoccupied for

1

;

8.14. change or install any locks and other

;

8.15. sublet nor share occupation,

8.16. assign or transfer his rights under this lease.

## 9. Portable buildings and frames

The Tenant may bring onto the land any portable building or protective device reasonably required for

## 10. Tenant indemnifies Landlord

The Tenant agrees to

:

10.1. any act, omission or negligence

;

10.2. any breach by

## 11. The Security Deposit

11.1. The Landlord confirms that he has

£ [

]

11.2. The Landlord may use the Security Deposit

## 12. Guarantor

The Guarantor agrees:

12.1.

;

12.2. that his obligations will continue through the Term;

12.3.

;

12.4.

,

,

,

;

12.5.

[ 28 ]

;

12.6.

12.7.

## 13. Provision for premature termination

13.1.

[ ]

13.2.

13.3.

## 14. Forfeiture

14.1.

:

14.1.1

;

14.1.2

28

;

14.1.3

;

14.1.4

,

;

14.1.5

;

14.2.

## 15. At the end of the lease

15.1.

15.2.

[ 14 ]

## 16. Other matters

16.1.

16.2.

16.3.

16.4.

62

1925

16.5.

16.6.

16.7.

16.8.

It shall be deemed to have been delivered:

;

72 ;

24 ;

- : 24

16.9.

16.10.

[ / ]

Signed as a deed by or for the Landlord [\[write name\]](#)

Signature: .....

Witness: signature:

Name:

Address:

Signed as a deed by or for the Tenant [\[write name\]](#) (who certifies that he has proper authority to sign)

Signature: .....

Witness: signature:

Name:

Address:

Signed as a deed by the Guarantor [\[write name\]](#)

Signature: .....

Witness: signature:

Name:

Address:

## The Schedule: rights expressly reserved

1.

2.

3.

4.

5.

6.

## Explanatory notes:

### Allotment tenancy agreement

This lease is very flexible. It is based on old law. The Landlord and Tenant Act 1954 does not apply as long as your tenant does not operate a business and the massive amount of residential tenancy law does not apply as long as he does

### Drafting notes referable to specific numbered paragraphs

#### 1. Definitions

**Conduit:** is an ancient word for a pipe. In law it has a wider meaning, to include pipes, wires and anything which

**Land:** substitute some alternative word if you wish. The best way the exact address and a description which refers to a plan. Then make sure the

A further tip is to take photographs, particularly close-up to any feature, so that the condition is clear. If the Land is in excellent condition, the landlord will benefit most from photographs. If the Land is in poor condition, then it is the tenant who

**Rent:** how many years for the lease? We have provided in this lease for any period of seven years or shorter. If over seven years

Dealing with a formal rent review is tedious and can be expensive. When the rent is so low, it is far easier to provide for a periodic increase in rent to a specific

#### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of them

#### 3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web



**4. The lease**

This paragraph covers a reservation of general rights. In

**5. Responsibility for others**

These points are usually lost among a long list of other matters. We have separated it so as to be more prominent “ - ”

**6. Rent and other payments**

This paragraph contains detailed commercial terms.

**7. Tenant’s positive obligations**

Encroachments happen constantly and unexpectedly. Ask the tenant in

**8. Restrictions on tenant**

Here is a long

**9. Portable buildings and frames**

We have no comment.

**10. Tenant indemnifies landlord**

Few draftsmen include an indemnity in a lease because the tenant’s covenants are precise and a simple recourse is to sue on a breach.

**11. The Security Deposit**

Whether or

**12. Guarantor**

Whether a guarantor is required is entirely

### **13. Provision for premature termination**

Otherwise known as a “break clause”, that is a provision for the tenant to give notice, at some particular

### **14. Forfeiture**

These provisions are usual.

### **15. At the end of the lease**

These provisions simply tie up loose ends.

### **16. Other matters**

Apart from the

A provision for mediation has been included in place of the more usual

## **Schedule 1: Rights expressly reserved**

Reserved rights are rights which the

**End of notes**