Style Lease
Allotment Let

**LEASE**

**Between**

**[ ]**

**(“the Landlord”)**

**and**

**[ ]**

**(“the Tenant”)**

**Make certain the parties are clearly defined**

**THE LAND**

The land comprises [ ] extending to [ ] and as shown delineated in red on the plan annexed and signed as relative hereto (“the Land”) [if access private make reference].

**Clearly set out the extent of what is being leased with reference to a plan**

**USE OF THE LAND**

The Land shall be used by the Tenant for the purposes of an allotment as defined under the Community Empowerment (Scotland) Act 2015 (the “2015 Act”) wholly or mainly cultivated for the production of vegetable, fruit, herbs or flower crops and otherwise than with a view to making a profit and for no other purpose whatsoever except with the prior written consent of the Landlord (an “Allotment”). For the avoidance of doubt no part of the Land may be used as a dairy farm, market garden or for pig or poultry production. It is agreed that car parking will take place only in the area marked [ ] on the plan.

**COMMENCEMENT AND TERM**

The Entry Date shall be [ ] (“the Date of Entry”).

The Term of the Lease shall be the period of [ ] years, commencing on the Date of Entry (“the Term”).

Notwithstanding any actings of the Tenant or the Landlord or any third party, the Tenant shall have no right to remain in occupation of the Land from and after the date on which the Term comes to an end.

**RENT**

The rent shall be [£ ] per annum (“the Rent”) and will be payable [monthly/half-yearly/annually] in advance [along with any service charge], the first payment being due at the Date of Entry [reference to subsequent dates or anniversary of date of entry].

**RENT REVIEW**

The amount of rent charged is to be reviewed every [ years], from the anniversary of the Date of Entry, (each of which dates are hereinafter referred to as a “Review Date”)

**Set out the review position**

 ***[OTHER CHARGES***

*The Tenant will be responsible for paying any rates levied on the Land and for paying all accounts for other services including electricity and water used by the Tenant during the period of the Lease. Charges for water will be at the prevailing rates levied by Scottish Water.]*

**MAINTENANCE**

The Tenant hereby accepts the Land in its present state of repair as being in a good and tenantable condition and as being suitable for the operation of an Allotment. The Tenant will maintain the Land in a good, clean, tidy condition to the satisfaction of the Landlord and free from rubbish.

**Include here the responsibility for maintaining any boundary fences and cutting internal hedges and preventing and controlling vermin etc where required or per fixed equipment clause**

**LANDLORD ACCESS TO LAND**

The Tenant will allow the Landlord, their agents and employees access to the Land for the purpose of inspection and maintenance of the Land and for any other purpose as determined by the Landlord and that at all reasonable times subject to causing the least practicable interference. The Tenant will not be entitled to claim any compensation in respect of such access.

**TENANT’S COMPLIANCE WITH LEGISLATION**

The Tenant will be responsible at all times during the period of the Lease for complying with all statutory provisions, bye-laws and other government orders and regulations relating to the Tenant’s use and occupation of the Land. The Tenant will take all reasonable measures to ensure the health, safety and welfare of anyone using or entering or otherwise being present on the Land. Should the Tenant receive any notification of any alleged breach or failure to comply with any such statutory provision, bye-law or other government order or regulation, they shall forthwith furnish the Landlord with a copy thereof.

**GOOD HUSBANDRY**

The Tenant shall:- (1) at all times cultivate and manage the whole of the Land so as not to impoverish or devalue the Land, (2) at all times keep the Land in a neat and tidy condition, (3) take all reasonable and practicable steps to keep the Land free from infestation by insects and other pests and free from any harmful or noxious weeds, (4) *use any sprays with all reasonable care to ensure that all adjoining hedges, trees, grasses and crops are not adversely affected* and (5) not dig up or take away or sell any topsoil, stone, gravel, earth, clay, turf or peat from the Land without the previous written consent of the Landlord.

**FIXED EQUIPMENT**

The Tenant shall:

1. maintain all *fences, dykes, ditches, water systems, open drains and tile drains, conduits and culverts* on the Land (hereinafter referred to as “the Fixed Equipment”) in at least the condition it was when first provided by the Landlord for the Tenant, natural decay and fair wear and tear excepted and generally in a clean, neat and tidy condition;
2. leave the Fixed Equipment in like condition and repair at the termination date;
3. restore and reinstate any damage caused by the Tenant to any pipe, tank or other apparatus used for drainage or for the supply of water to any part of the Land or any part of any neighbouring property belonging to the Landlord; and
4. take all steps possible to ensure unrestricted vehicular and pedestrian access at all times by and over all existing access tracks and roads for the benefit of the occupiers for the time being of any neighbouring property belonging to the Landlord, such access to be exercised in a reasonable manner and any damage caused by the taking of such access to be reinstated to the reasonable satisfaction of the Tenant.

**IMPROVEMENTS**

The Tenant shall not alter or add to any of the items of Fixed Equipment nor erect new buildings or other fixed equipment nor carry out any capital improvement on the Land unless with the prior consent in writing of the Landlord, which shall not be withheld where the proposed improvement is reasonable and desirable on horticultural grounds for the efficient management of the Land.

**ENVIRONMENTAL PROTECTION**

The Tenant shall comply with all applicable Codes of Practice associated with the control and/or treatment of contaminative substances and control of pollution upon the Land including without prejudice to the foregoing generality the Code of Practice entitled “Prevention of Environmental Pollution from Agricultural Activity” and any other requirements of any other applicable code or any amendment or replacement of the same and to indemnify the Landlord against any claims, demands, liabilities and penalties arising or imposed (whether before or after the Termination Date) as a result of the Tenant’s failure so to comply.

**NOT TO CAUSE NUISANCE**

The Tenant shall not conduct its activities or cause, permit or suffer to be done on the Land or any part thereof anything which may be or become or cause annoyance, nuisance, damage, disturbance, inconvenience, injury or danger to the Landlord or any neighbouring or adjoining proprietors, lessees or occupiers in any way.

**INDEMNITY**

The Tenant shall be bound to free and relieve and indemnify the Landlord and their agents from and against any legal liability (other than in respect of any act or neglect or default on the part of the Landlord or their agents) in respect of all loss or damage to the Land and of any injury to or death of any person or the infringement of any right or otherwise howsoever caused and from any actions, claims, costs or expenses of whatsoever nature arising directly or indirectly out of the Tenant’s occupancy and use of the Land.

**INSURANCE**

The Tenant shall maintain a third party liability insurance policy to cover against any claims arising out of damage to the Land or injury to persons (including death) on the Land at a figure as may be mutually agreed and at no less a level than is customarily considered prudent. The Tenant will comply with all recommendations of the insurance company as to fire precautions relating to the Land and take all necessary steps to minimise claims.

**ASSIGNATION AND SUB-LETTING**

The Tenant will not assign the Lease in whole or in part without the consent of the Landlord. The Tenant will not sublet the Land in whole or in part.

Provision may be inserted for sub-letting by an allotment association to individual plotholders if desired.

**LAYOUT OF THE LAND**

The Tenant will not be permitted to make any alterations to the Land or any buildings or paths thereon without the prior written consent of the Landlord.

**RESTORATION OF THE LAND**

On the expiry or sooner termination of the Lease, the Tenant will restore the Land to a condition equivalent to (and no worse than) its condition at the commencement of the Lease. A photographic record of the condition of the Land at the commencement of the Lease is appended hereto and signed by the Landlord and the Tenant as relative hereto.

**VACATION OF THE LAND**

On the expiry or sooner termination of the Lease, the Tenant will remove from the Land together with the Tenant’s goods and gear, to include any erections of whatsoever nature on the Land, without any notice or process of law to that effect. The Tenant will be responsible for ensuring that this is complied with.

**provision may be included re Landlord selling goods left if failure to remove**

**CHANGE OF ADDRESS**

The Tenant will notify the Landlord in writing within 14 days of any change of its address.

**COUNCIL TAX etc**

The Tenant will relieve the Landlord in respect of any Council Tax or Local Authority Rates or water and sewerage charges which may become due in respect of the Land by virtue of any change in law during the Lease.

**LAND AND BUILDINGS TRANSACTION TAX**

If the transaction contemplated by the Lease is notifiable for land and buildings transaction tax as defined in the Land and Buildings Transaction Tax (Scotland) Act 2013 (“LBTT”) purposes, the Tenants will submit to Revenue Scotland an LBTT return and make arrangements satisfactory (in terms of the Land and Buildings Transaction Tax (Scotland) Act 2013) for payment of any LBTT due.

**IRRITANCY**

This Lease shall become null and void and the Landlord shall be at full liberty on giving not less than two months prior notice in writing to the Tenant in terms to put an end to the same and resume possession of the Land without due process of law and without prejudice to any claim which the Landlord may have against the Tenant under this Lease and that whether or not the Landlord is in breach of any of the obligations of the Landlord in terms of this Lease or by statute, in the event of:-

1. The Tenant granting an assignation of this Lease or any sub-tenancy of the whole or any part of the Land; or
2. The Tenant failing to cultivate the Land according to their obligations of good husbandry; or
3. The Tenant having received notice in writing from the Landlord requiring the Tenant to implement or observe any particular condition or conditions of this Lease within a specific and reasonable time, failing timeously in any way to implement or observe such condition or conditions of this Lease as is or specified in such notice in writing and failure to implement and observe which is of a material nature and prejudicial to the interests of the Landlord; or
4. *The Tenant ceasing to exist by virtue of dissolution or ceasing to have any responsible Office bearers*.

**This last is applicable where letting to an association or community group etc as opposed to an individual**

If and when this Lease does so become null and void the Tenant shall continue to be liable for and bound to implement and fulfil the whole conditions and provisions incumbent on the Tenant in terms of this Lease up to the time fixed for the removal of the Tenant from the Land and the Tenant shall continue to be so liable notwithstanding that the Landlord is in breach of their obligations to the Tenant under this Lease or by statute.

**NOTICES**

Notices to the Landlord shall be deemed effectively served if addressed to the Landlord and served upon the Landlord or upon such agent or at such other place as the Landlord may from time to time appoint for that purpose by notice in writing given to the Tenant.

Notices to the Tenant shall be deemed effectively served if sent by the Landlord or by such agent on behalf of the Landlord to [ ] by recorded delivery.

**EXPENSES**

The Landlord and the Tenant shall each bear their own legal expenses incurred in the preparation, adjustment and completion of this Lease and if registration of this Lease is consented to by the Landlord and the Tenant, the costs of such registration shall be borne by them in equal portions.

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| Signed by the Landlord: |
| …………………………………. Authorised Signatory | …………………………………. Full Name |
| …………………………………. Witness | …………………………………. Full Name…………………………………. Address………………………………….  |
| …………………………………. Date | …………………………………. Place |
| Signed by the Landlord: |
| …………………………………. Authorised Signatory | …………………………………. Full Name |
| …………………………………. Witness | …………………………………. Full Name…………………………………. Address…………………………………. |
| …………………………………. Date | …………………………………. Place |

|  |
| --- |
| Signed by the Tenant: |
| …………………………………. Authorised Signatory | …………………………………. Full Name |
| …………………………………. Witness | …………………………………. Full Name…………………………………. Address…………………………………. |
| …………………………………. Date | …………………………………. Place |
| Signed by the Tenant: |
| …………………………………. Authorised Signatory | …………………………………. Full Name |
| …………………………………. Witness | …………………………………. Full Name…………………………………. Address…………………………………. |
| …………………………………. Date | …………………………………. Place |

**NOTE: The foregoing document is an indicative style only and it is strongly recommended that parties take independent legal advice before entering into any Agreement.**

**Community Land Advisory Services accept no liability for any loss, damage or injury suffered or caused by any party as a result of entering into any Agreement based on the foregoing indicative style.**