

AN AGREEMENT made the

day of

2023

BETWEEN:-

JKWD Will Trust T/A Home Farm Partnership of The Estate Office The Stables Sherborne Castle New Road Sherborne Dorset DT9 5NR (hereinafter called “the Landlord” which expression shall include the person or persons for the time being entitled to receive the rents hereby made payable) of the one part and **Thornhackett Parish Council (Group)** care of Dorset Council County Hall Colliton Park Dorchester Dorset DT1 1XJ (hereinafter called “the Tenant” which expression shall include his successors in title) of the other part

WHEREAS IT IS AGREED as follows:-

1. The Landlord **AGREES** to let and the Tenant **AGREES** to take **ALL THAT** holding comprising 1.09 hectares or there about and situate at Longford Road Thornford in the County of Dorset edged red on the attached plan
2. The Tenancy shall commence on 25 March 2023 and shall continue from year to year until determined on 25 March in any year by either party giving the other not less than twelve months’ previous notice in writing
3. The rent shall be **EIGHT HUNDRED POUNDS (£800.00)** per annum thereafter payable in advance on 25 March of each year with the first payment to be made on 25 March 2023 subject to a biannual rent review
4. There are **EXCEPTED AND RESERVED** to the Landlord:-
 - (a) all fruit trees and all timber and timber-like trees and all mines and minerals and mineral substances with the right of access to cut work and carry away the same respectively also the right of access to inspect tend mark log and bough trees
 - (b) the benefit of all existing and future wayleaves easements and rights affecting the land and all rents and monies payable in respect thereof

- (c) the right for the Landlord and all persons authorised by him with or without vehicles horses machinery and plant to enter on any part of the land at all reasonable times for all the above and all reasonable purposes and in particular but without prejudice to the generality of the foregoing the right to run pipes drains conduits cables wires or other works (either already existing or any new ones) for the benefit of any other part of the Landlord's estate and the right to carry out works for the benefit of any other part of the same estate the Tenant being paid reasonable compensation for all damage caused to him by the exercise of the right for the benefit of any other part of the same estate
- (d) The Landlord reserves for himself and his successors in title all game and the right of entry on the Allotment Field to take or preserve the game for the benefit of the Landlord

5. The Tenant **HEREBY AGREES** with the Landlord:-

- (a) To pay the rent hereby reserved or any rent substituted by agreement or arbitration in the manner aforesaid without any deduction whatsoever and all existing and future rates land drainage charges (both owner's and occupier's drainage rates) and other charges tax and outgoings of an annual or recurring nature
- (b) Not to underlet, assign or part with possession of the Allotment Field or any part of it except for the purpose of allotment gardens on terms from time to time provided by the National Society of Allotment and Leisure Gardeners Limited (or such like organisations), or erect any dwelling or permanent structure of any kind on it without the written consent of the Landlord or his agent

- (c) To use the land and permit it to be used only for allotment gardens in accordance with Section 28 and Section 61 of the Small Holdings and Allotments Act 1908
- (d) The Tenant must ensure that the Allotment Field is at all times kept properly cultivated with spade husbandry manured free from weeds and noxious plants and in good heart and condition and must so deliver it up at the end of the tenancy as allotments
- (e) The Tenant must not cause permit or suffer any nuisance or annoyance to the occupier of any other allotment or obstruct or permit to be obstructed, any public footpath or other path set out by the Landlord for the use of the occupiers of the allotments and every such path on which the Allotment Field abuts must be kept by the Tenant not less than 45 centimetres wide
- (f) Not to sell any grass keep or growing crops on the land nor to take in stock of any third party or in which a third party has an interest to keep without the previous consent in writing of the Landlord nor to cut remove or dispose of turf or topsoil from the holding nor subject to the provisions of the 1948 Act at any time to break up or burn any land scheduled as pasture
- (g) Not to keep or let loose animals on the Allotment Field except that the Tenant may allow bees hens or rabbits to be kept in any place on an allotment provided that their keeping does not constitute any trade or business
- (h) To keep the land and property in good and tenantable repair and in particular to repair or replace all water supply systems and fittings including pipes tanks cisterns drinking troughs and pumping equipment hydraulic rams fences hedges field walls garden walls stiles

all gates and posts gateways banks land drains and their outlets cattle grids bridges culverts ponds watercourses sluices ditches roads and yards in and upon the holding or which during the Tenancy may be erected or provided thereon

- (i) To replace repair and maintain in good working order the trafficable access to the Property for all vehicles to pass between the Allotment Field and the Public Highway which was installed by the Tenant as part of the Agreement dated 8th June 2010
- (j) To replace repair and maintain in good working order the metered water supply to the Property which was installed by the Tenant as part of the Agreement dated 8th June 2010
- (k) At the expiration or sooner determination of the Tenancy quietly to yield up the land with vacant possession in a condition consistent with the due performance by him of all the provisions herein contained
- (l) Not to carry out any improvement upon the land without first obtaining the Landlord's consent in writing
- (m) To indemnify the Landlord against all claims arising from the use of the land
- (n) The Tenant shall not be entitled to compensation for any of the improvements mentioned in the Small Holdings and Allotments Act 1908 Schedule 2 Part 1 not, unless the Landlord has previously to the execution of this Agreement consented to them in writing

6. The Landlord **HEREBY AGREES** with the Tenant that the Tenant paying the rent hereby reserved and performing and observing the several agreements on his part herein contained shall peaceably hold and enjoy the land without any interruption by the Landlord or any persons claiming under or in trust for him

7. **IT IS FURTHER MUTUALLY AGREED** between the Landlord and the Tenant:-

- (a) If any of the following events occur namely:-
 - (i) the rent or any part thereof being in arrears for at least thirty days after the same shall have become due (whether demanded or not)
 - (ii) any breach or non-observance by the Tenant of any of the agreements herein contained
 - (iii) the Tenant being adjudged bankrupt
 - (iv) the Tenant entering into any composition with his creditors
 - (v) the interest of the Tenant under this Agreement being taken in execution
 - (vi) execution being levied on any of the Tenant's goods or chattels then it shall be lawful for the Landlord (after giving the Tenant not less than two calendar months' notice) to re-enter immediately upon the land or any part thereof in the name of the whole and thereupon the tenancy shall absolutely determine without prejudice to the rights of the Landlord in respect of any breach or non-observance of any of the covenants and conditions herein contained and on the part of the Tenant to be performed and observed
- (b) The Landlord must pay all rates and taxes
- (c) After the expiry of 6 months this tenancy may be determined by re-entry by the Landlord at any time after giving 3 months' previous notice in writing to the Tenant, an account of the Allotment Fields being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes

The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.

IN WITNESS whereof the parties have hereunto set their hands the day and year first
above written

SIGNED on behalf of **JKWD Will**)
Trust T/A Home Farm Partnership)
in the presence of:-)

SIGNED on behalf of **Thornhackett**)
Parish Council (Group)
in the presence of:-)

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