

1. This is an agreement between Great Waltham Parish Council (“Council”) and Great Waltham Horticultural Society (“Society”) in relation to the Society’s access to and use of the Society’s hut (“hut”), a structure located at the Brook Mead allotment site, Great Waltham.
2. The Council and Society agree that the hut is located on land leased by the Council and that it was originally erected at its current site with the knowledge and informed consent of the Council and its landlord. The Council and Society agree that the intention of this agreement is to document arrangements in relation to access and use of the hut which have existed since that time, and also to clarify other relevant aspects of the such arrangements to provide a clear understanding of respective ongoing responsibilities or obligations.
3. The Council and Society agree that the erection of hut was originally funded by the Society with a loan (now fully repaid) from the Council, and that the Society has not previously entered into any formal agreement with the Council as either a sub-lessee (of the portion of land at the allotment site upon which the hut is erected) or in relation to rights of access to the allotment site to access and use the hut. Also, they agree that the Society has never paid any rent to the Council in relation to such matters. The Council hereby confirms that unless otherwise agreed in the future there will be no alteration to these specific arrangements, provided always that all obligations and other provisions in this agreement are fulfilled. (These arrangements always being subject to the Council continuing to lease the Brook Mead allotment site and with the landlord’s consent to permit access across the site directly to the hut).
4. The Society must ensure that any person granted access to and use of the hut does so with its prior approval, as either a Society member or as an agreed non-member user.
5. The Society is wholly responsible for any loss of or damage to the structure of the hut, by any cause whatsoever, and it is understood that it may look to secure insurance cover in its own name as protection against any such loss or damage. In addition, it may look to assume responsibility for any contents stored or contained in the hut and again look to secure insurance cover as protection against any loss of or damage to such items.
6. The Society is wholly responsible for any liabilities arising from accidents or incidents which result in death of or injury to any person which occur in, on, or while accessing the hut. In this respect the Society agrees that it will always maintain in its own name a valid public liability insurance policy for at least £10 million as protection in the event of incurring such liabilities.
7. For the avoidance of doubt, the Council accepts no responsibility for any loss of or damage to the structure of the hut, or for loss of or damage to any contents stored or contained therein, or for any liabilities arising from accidents or incidents which result in death of or injury to any person which occur in, on, or while accessing the hut.

8. The Society agrees to notify the Council in writing as soon as possible of any accidents, incidents or occurrences in relation to the hut which may affect access to or use of the allotment site by allotment plot holders.
9. The Society will be wholly responsible for any and all future costs incurred in relation to the maintenance and upkeep, alteration, or demolition of the structure of the hut. Unless agreed otherwise by the Council and Society at a future date, any such costs incurred because the Society has ceased to exist will become the collective responsibility of the last office holders of the Society before its termination.
10. In the event of the Society ceasing to exist, it is agreed that the Council will have the options to either assume sole ownership and use of the hut or require it to be demolished in accordance with the provisions of paragraph 9. above.

Date:

Signed by authorised signatories:

Sign:
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Sign:
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Name:
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Name:
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For Great Waltham Parish Council

For Great Waltham Horticultural Society