

Water Saver Agreement

1st September 2015

THIS AGREEMENT made on

BETWEEN

**Hyndburn Borough Council of Scaitcliffe House, Ormerod Street,
Accrington, Lancashire BB5 0PF ('the Council') acting by Allotment
Officer; and**

Name in Print

Address

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IN WITNESS whereof, the Allotments Officer on behalf of the Council and the Tenant have hereunto set their hands the day and year first before written.

SIGNED by the said Allotment Officer

SIGNED by the Tenant

1 Agreement

The Tenant agrees with the Council to observe and perform the conditions and obligations set out in these Terms and Conditions 'the Agreement'.

2 Tenant's Agreements

2.1 Water Fees

The Tenant agrees not to pay the annual water fee and thereby must conform to the obligations set out within the Agreement.

2.3 Water Use

The Tenant agrees not to use mains water under any circumstance during the Agreement period running between 1st January and 31st December each year.

2.4 Signage

The Tenant must keep on display at all times, in a prominent position, the 'Water Saver' signage supplied by the Council. The sign must be kept in good condition and not permitted to deteriorate.

2.5 Theft of Mains Water

Any Tenant found to be taking any amount of mains water, or person found to acting on behalf of the Tenant, shall be deemed to be in breach of this Agreement by virtue of theft of water. Theft of water will also be deemed a breach of the Councils Allotment Tenancy Agreement and enforceable under the terms of that agreement.

2.6 Water Supply Connection

The Tenant agrees that whereby part of the allotment site, or section of allotment site, becomes void of allotment tenants using mains water the Council is under no obligation to retain the connection of water supply to the allotment site, or part of the allotment site. The cost of reconnection must be met by the allotment tenant.

2.7 Notice of Termination

The Tenant must give notice of termination in writing between 1st January and 30th September each year, thereby permitting the Council to set its annual water bill the following year.

2.8 Disputes

The Tenant agrees that any dispute shall be referred to the Council, whose decision shall be final.

3. Determination of the Agreement

3.1 The Agreement may be determined by the Council at any time after giving one month's notice in writing to the Tenant if it appears to the Council that there has been a breach of the conditions of the Agreement on the part of the Tenant.

3.2 The Agreement may be determined by the Council at any time after giving one month's notice in writing to the Tenant if it appears to the Council that general abuse of the Water Saver Scheme is taking place regardless of the name of the Tenant in breach of the conditions.

4. Notices

4.1 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Allotment Officer and may be served on the Tenant either personally or by leaving it at the Tenants last known address or by registered letter or letter sent by the recorded delivery service addressed to the Tenant there or by fixing the same in some conspicuous manner on the Allotment.

4.2 Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a pre-paid post letter to the Councils Allotment Officer, Hyndburn Borough Council, Scaitcliffe House, Ormerod Street, Accrington BB5 0PF.