

## ALLOTMENT TENANCY AGREEMENT

Allotment No. \_\_\_\_\_

AN AGREEMENT made on 1 October 2018 between HEMINGFORD GREY PARISH COUNCIL (hereinafter called "the Council") by the Clerk to the Council its Proper Officer duly authorised in this behalf of the one part and \_\_\_\_\_ of \_\_\_\_\_

(hereinafter called "the Tenant") of the other part

WHEREBY IT IS AGREED as follows:-

- 1 The Council lets and the Tenant takes as an Allotment Garden ALL THAT piece of land described in the First Schedule hereto (hereinafter called "the plot") from the date hereof to the 30th day of September following and thereafter on a yearly tenancy.
- 2 The Tenant shall pay to the Council each year:
  - (a) the Rent specified in the Second Schedule hereto payable in advance on the First day of October or, if the tenancy shall begin mid term, a Rent of 50% of the amount specified in Second Schedule.
  - (b) a proportion of the water charges based pro-rata on the number of plots let.
- 3 The Tenant agrees with the Council as follows:-
  - (a) To pay the Rent at the time and in the manner aforesaid clear of all deductions.
  - (b) To give a deposit to the Council equivalent to two years rent that will not be refunded if a notice to quit is served, or the tenancy agreement ended by the tenant, leaving the allotment in a poor and untidy state.
  - (c) To take on the allotment in its current condition
  - (d) To permit any officer or agent of the Council duly authorised in that behalf at any time to enter upon and inspect the allotment.
  - (e) The Tenant shall observe and perform any other special conditions which the Council may consider necessary to preserve the allotment from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.
  - (f) Not to assign underlet or part with possession of the allotment or any part thereof.
  - (g) Not to transfer the tenancy of the allotment or any part thereof to any person.
  - (h) To use the allotment as an allotment garden but no other purpose whatsoever.
  - (i) To keep the allotment clean, free from weeds and in a good state of fertility and to dig, manure and cultivate it in a workmanlike manner as to one quarter of the allotment within a period of three months from date of commencement of the tenancy and as to three quarters of the allotment within a period of twelve months from the said date of commencement and subsequently the whole plot to be cultivated each calendar year.
  - (j) Not to plant any soft fruit canes or bushes or rhubarb crowns within one metre of any pathway or boundary included within the allotment or abutting thereon. Not to plant any trees of any description and to remove any that are present.
  - (k) Not to cut or prune any timber or other trees to take sell or carry away any minerals gravel sand or clay.
  - (l) Not to erect any greenhouse tool shed or other building or erection on the allotment except with the written consent of the Council, with the exception of a lock box to a maximum measurement of 1.5m x 1.5m x 1.0m.
  - (m) Not to use a cloche or cold frame in excess of 2'0" in height.
  - (n) Not to deposit or allow other persons to deposit upon the allotment any earth road-sweepings refuse or other material excepting only manure in quantities such as may reasonably be required for immediate use in cultivation.
  - (o) Not to erect any hoarding on the allotment for the purpose of advertising, or otherwise.
  - (p) Not to cause any nuisance or annoyance to the Council or their tenants or to the owner or occupier of any adjoining land or premises nor to permit any nuisance within the meaning of the Public health Acts to exist on the allotment.
  - (q) Not to use audible bird scarers.
  - (r) Not to use motorised mechanical plant between the hours of 7.00 p.m. and 9.00 a.m. on Weekdays and 7.00 p.m. and 10.00 a.m. on Sundays.
  - (s) To keep all paths and boundaries adjoining the allotment free from weeds, accumulation of rubbish, materials and equipment and not to deposit weeds, rubbish, materials and/or equipment on any other part of the site.
  - (t) To use his/her best endeavours to protect the fences or hedges enclosing the land containing the allotment.
  - (u) Rubbish may be burnt on the allotment but bonfires must be extinguished before darkness falls. Rubbish should not be burnt when the wind is blowing towards house in Sadlers Way.

- (v) Not to have any carpeting or rubber tyres on the allotment.
- (w) No produce to be washed in the water butts.
- (x) No Dogs to be brought on the allotments site unless on leads.

4 The tenancy hereby created shall continue until determined in any of the following manners:-

- (a) By either party giving to the other notice in writing.
- (b) By re-entry by the Council at any time after giving three calendar months previous notice in writing to the Tenant on account of the allotment being required:-
  - i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
  - ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
- (c) By re-entry by the Council at any time:-
  - i) If rent or any part thereof is in arrears for not less than forty days whether legally demanded or not or
  - ii) If it appears to the Council that there has been any breach of the conditions and agreements on the part of the Tenant hereby contained and provided that if such breach be of the condition or rules affecting the cultivation of the allotment at least three months have elapsed since the commencement of the tenancy or
  - iii) If the Tenant shall become bankrupt or compound with his/her creditors.
  - iv) If the allotment is considered to be in a severely overgrown state, in which case, the tenant will be asked in writing whether he/she wants to continue with the tenancy. If the answer is yes, the tenant is to be given four weeks to clear allotment. If answer no, notice to quit will be served and any deposit paid will be retained

5 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk of the Council for the time being and may be served upon the Tenant either personally or by leaving it at his/her last known place of abode or by registered post or recorded delivery addressed to him/her there or by fixing the same in some conspicuous manner on the allotment. 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 prepaid post letter to the Clerk of the Council.

6 The Tenant shall on determination of the tenancy be entitled to compensation only in the events and to the extent prescribed by sub-sections 2 and 3 of the Allotments Act 1922 as extended by the Allotments Act 1950 but not further or otherwise.

7 The Council shall on termination of the tenancy be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the allotment caused by the failure of the Tenant to maintain the allotment clean and in a good state of cultivation and fertility.

#### **FIRST SCHEDULE**

ALL THAT plot of land situate at Sadlers Way containing either 5 poles or thereabouts, or 2.5 poles or thereabouts (½ plots), and numbered as above on the Council's Allotment Plan attached hereto.

#### **SECOND SCHEDULE**

The rent payable is £25.50 per annum for parishioners, £30.50 for tenants residing out of parish, and the rent will be reviewed annually. The rent for half a plot is half the amount of a full plot.

From 1<sup>st</sup> October 2019 the rent payable will be £27.50 per annum for parishioners, £32.50 for tenants residing out of parish, and the rent will be reviewed annually. The rent for half a plot is half the amount of a full plot.

**Signed on behalf of the Council: (Clerk)** \_\_\_\_\_

Dated: \_\_\_\_\_

**Signed by the Tenant:** \_\_\_\_\_

Dated: \_\_\_\_\_

**Witnessed by:** \_\_\_\_\_

Address: