

TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT is made on the XX day of XXXX 20XX BETWEEN COLSTERWORTH AND DISTRICT PARISH COUNCIL (hereinafter called the Council) of the one part and XXXX XXX of XX, XXXXX, Colsterworth, XXXXXXXX (hereinafter called the Tenant) of the other part.

BY WHICH IT IS AGREED THAT

1. The Council shall let to the Tenant the Allotment Garden situated at Stamford Road/Woolsthorpe Road and referenced as SXX/WXX in the Council's Allotment Register (hereinafter called the Allotment Garden and outlined in red for identification purposes only on the plan attached)
2. The Council shall let the Allotment Garden to the Tenant for a term of one year commencing on the 1st day of April 20XX (and thereafter from year to year) unless determined in accordance with the terms of this tenancy.
3. The Tenant shall pay a yearly rent of £XX.XX whether demanded or not which shall be payable in full on the 1st day of April 20XX (and for every year after the first year of the tenancy on the 1st day of April.
4. The Tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers for use and consumption by (him/herself) and (his/her) Family.
5. The Tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden
6. The Tenant shall reside within the Parishes of the Council's area of jurisdiction unless insufficient demand shall render plots vacant in which case those plots shall be let at the discretion of the Council
7. During the Tenancy the tenant shall
 - (a) keep the Allotment Garden clean and in a good state of fertility and Cultivation;
 - (b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - (c) not keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens, rabbits or bees which shall not be kept for a business or a trade;
 - (d) not to bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent;
 - (e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - (f) except for buildings or structures which are reasonably necessary for the keeping of

hens, rabbits or bees referred to in (c) above and which may be subject to the Tenant first obtaining planning permission the Tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;

- (g) not fence the Allotment Garden without first obtaining the Council's written consent;
- (h) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
- (l) trim and keep in decent order all hedges forming part of the Allotment Garden;
- (j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission. All trees should be grown on semi-dwarfing rootstock to avoid casting shade over other Allotment Gardens. No invasive crops such as Bamboo or Willow may be grown;
- (k) not cut lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
- (l) be responsible for ensuring that any person present in the Allotment Garden with or without the Tenant's permission does not suffer personal injury or damage to his property;
- (m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
- (n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment garden of another tenant (shaded brown for identification purposes only on the plan attached);

8. The Tenant shall keep all water storage containers both above and below ground securely covered;

9. The Tenant shall furnish himself with a portable incinerator in which to burn all rubbish from the Allotment Garden and each Tenant shall be individually responsible for burning his own rubbish. Notices advising of permitted times and dates to burn such rubbish will be posted by the Council;

10. The Tenant shall be responsible for control of rodents in the Allotment Garden;

11. The Tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council;

12. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden;

13. The tenancy may be terminated by the Council serving on the Tenant not less than twelve months written notice to quit expiring on or before the sixth day of April or on or after the twenty ninth day of September in any year;

14. The tenancy may be terminated by the Council by service of one months written notice on the Tenant if,

- (a) the rent is in arrears for forty days or
- (b) three months after the commencement of the tenancy the Tenant has not observed the rules referred to in clause seven or
- (c) the Tenant lives more than one mile outside the Parish boundary and there are parishioner applicants and no vacant allotment gardens

15. If the Tenant shall have been in breach of any of the foregoing clauses or on account of the Tenant becoming bankrupt the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

16. The termination of the tenancy by the Council in accordance with clause 15 or after re-entry by the Council in pursuance of its statutory rights shall not prejudice the tenant's statutory rights to compensation.

17. The tenancy may be terminated by the Tenant by serving on the Council not less than two months written notice to quit.

Signed by

.....
The tenant

and

..... [signature of the Council's Proper Officer]
[Eleanor Parfitt – Parish Clerk]
For and on behalf of the Council