

## TENANCY AGREEMENT FOR ALLOTMENT GARDENS

THIS AGREEMENT made on the ..... day of ..... 20....., between the Calverton Parish Council of Main Street, Calverton (hereinafter called the Council) and of .....(hereinafter called the tenant) by which it is agreed that:

1. The Council shall let to the Tenant for him/her to hold as tenant from year to year the Allotment Garden of the approximate area of ..... sq yds (being part of the Allotments provided by the Council) at ..... and numbered ..... in the Council's Allotment Register.
2. The tenant shall pay an initial yearly rent of £..... on the 1<sup>st</sup> day of October in each year and the first such payment shall be due on the first day of the commencement of the tenancy.

The Council will give the Tenant twelve months notice of any rent increase.

3. The tenancy may be terminated by either party to this agreement serving on the other not less than twelve month's written notice to quit expiring on or before the 6<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September in any year.
4. The tenant shall during the tenancy carry out the following obligations:
  - a) A deposit of £..... is required by the Council. This deposit will be returned (without interest) if the Tenant gives up the Allotment in what is regarded by the Council as a satisfactory condition;
  - b) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated;
  - c) No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the Allotments provided by the Council;
  - d) No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits for the tenant's own domestic consumption;
  - e) No dog shall be brought into or kept in the area of the Allotments by the tenant or by anyone acting with his authority or approval;
  - f) The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
  - g) The tenant shall not erect any building or other permanent structure on the Allotment Garden nor fence the Garden without first obtaining the written consent of the Council;
  - h) The tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden and shall keep trim and keep in decent order all hedges forming any boundary of the Allotment Garden;
  - i) The tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the Allotment Garden;
  - j) The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetable and flowers for domestic consumption by tenant and the tenant's family;
  - k) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council;
  - l) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens, nor shall any marker put in by the Council be moved;
  - m) Any manure deposited on any path shall be removed into the Allotment immediately;
  - n) No rubbish of any kind whatever shall be placed or deposited in any Allotment within two feet of any of the hedges or fences, or any Avenue;

- o) The tenant should at all times act in a responsible way with regard to the lighting of fires which are not permitted from April to (and including) September each year;
- p) With effect from 1 June 2008, any further carpet, underlay, or similar material are banned from being brought onto and used on the Allotment site. In addition, all Allotment holders are requested to take positive steps to reduce the amount of carpet and underlay currently in use, especially those constructed from manmade fibres with a rubber or foam backing.

- 5. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
- 6. If the tenant shall have been in breach of any of the foregoing provisions of the Agreement for a period of one month or longer the Council may re-enter upon the Allotment Garden and the Tenancy shall thereupon come to any end 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.
- 7. On termination of this tenancy the tenant shall be entitled to receive such compensation as it provided for by the Allotments Act 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
- 8. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of this Agreement.

Clerk of the Calverton Parish Council

..... (Signature)

Tenant

..... (Signature)

Address: .....

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