

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

For domestic use only

THIS AGREEMENT is made on the

between the Standon Parish Council (hereinafter called the Council) and

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.....

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 5 /10 rods being part of the Allotments provided by the Council.
- 2. The Tenant shall pay a yearly rent of £ 10 / £20. The said rent shall be due on the first day of April, after the commencement of the tenancy, and must be paid by the end of April at the latest. If the Allotment Garden is taken mid term payment is due immediately, and charged pro rata.
- 3. The rent payable as above may be increased by the Council by giving the Tenant not less than 12 months written notice to that effect, expiring on or before the 6th day of April or on or after the 29th day of September in any year.
- 4. The tenancy may be terminated by either party to this agreement serving on the other not less than 12 months written notice to quit, expiring on or before the 6th day of April or on, or after the 29th day of September in any year.
- 5. The Tenant shall normally reside within the boundary of the Parish of Standon during the continuance of the tenancy.
- 6. The Tenant shall, during the tenancy, carry out the following obligations:
 - a) The Allotment Garden shall be kept in a clean, decent and good condition and be properly cultivated.
 - b) No nuisance or annoyance shall be caused by the Tenant to any Tenant of any other part of the Allotments provided by the Council, nor to any local resident.

- c) 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.
 - d) The Tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of the Allotment Garden.
 - e) The Tenant shall not erect any building or other permanent structure on the Allotment Garden, or fence the garden without first obtaining the written consent of the Council, provided that the Tenant may erect a purpose built, wooden shed not exceeding 6 ft by 4 ft and painted in either black, green or brown colour in keeping with the locality.
 - f) 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 to the Allotment Garden.
 - g) The Tenant shall not, without first obtaining the written consent of the Council, cut, lop or fell, any tree growing on the Allotment Garden.
 - h) The Tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself and his family.
 - i) The Tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council
 - j) The Tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for use of Tenants of the Allotments
 - k) The Tenant shall maintain the Allotment Gardens in accordance with the Good Practice Guide.
 - l) The Tenant shall not use sprinklers. This includes a hosepipe with a sprinkler head which is left unattended
 - m) The Council or its Officers shall be the final arbiter on any breaches of this Tenancy Agreement.
7. The Council shall pay all rates, taxes, dues, or other assessments which may at any time be levied or charges upon the Allotment Gardens.
8. If the Tenant shall be 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 an 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.

9. On the termination of this tenancy, the Tenant shall be entitled to receive such compensation as is 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.
10. 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 to the Council

Tenant

.....(signature)

.....(signature)