

TENANCY AGREEMENT FOR ARLESEY ALLOTMENT GARDENS

THIS AGREEMENT made the day of between Arlesey Town Council (hereinafter called the Council) and (hereinafter called the tenant) by which it is agreed that:

- 1** In accordance with this Tenancy Agreement, the Council shall let to the Tenant for him/her to hold a Tenancy the allotment garden on the Council's **Land behind houses on Hillary Rise allotment site.**
- 2** The Tenant shall pay a yearly rent of ...£40.00/ £20.00 concessionary rate within 14 days of receipt of invoice (tenancy year runs 1st October to 30th September annually). A pro-rata fee will be charged when the allotment garden is first taken over and will be subject to a £5.00 minimum charge. The yearly rent may be reviewed annually by the Council and the tenant will be advised in accordance with the Allotment Act 1950.
- 3** The Council hereby agreed with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peacefully use and enjoy the allotment garden.
- 4** The Tenant hereby agreed with the Council as follows:
 - a) to pay the rent in advance hereby reserved within 14 days of receipt of invoice during the continuance of the tenancy without any deductions whatsoever.
 - b) to use the allotment garden as an allotment garden and for no other purpose.
 - c) to keep the allotment garden clean, free from weeds, well manured and otherwise maintain it in a good state of cultivation, fertility, good condition and to keep any pathway or roadway included therein, or abutting thereon, reasonably free from weeds.

N.B. The Council is entitled to compensate from the Tenant for any deterioration in the land arising from the Tenant(s) failure to keep it clean and in a good state of fertility by way of deposit retention on termination of tenancy/reclaiming of plot.
 - d) not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct, encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said allotment site.
 - e) not to under-let, assign or part with the possession of the allotment garden or of any part thereof without the prior consent of the Council in writing.
 - f) the Tenant may not erect any building without prior written consent of the Town Council.
 - g) not to use a sprinkler or other long term watering device on the allotment garden.
 - h) not to run any vehicle on the internal walkway.
 - i) not to dump any allotment waste on any perimeter area or adjoining land or on any unutilised allotment garden or in any adjacent area – this is fly tipping and will be treated accordingly with removal cost being charged to plot holder.
 - j) to ensure that dogs brought onto the allotment site are kept on a lead and remain within the owner's allotment boundary, with any foul being removed and disposed of responsibly.

- k) to notify forthwith the Council of any change of address of the Tenant.
- l) to yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be, in compliance with the agreements herein contained.
- m) to permit any officer, other agent or representative of the Council to enter on the allotment garden and inspect the condition thereof and of any building erected or being erected thereon.
- n) to be liable for any damage caused to neighbouring tenants (or adjoining landowners)
- o) not to plant any tree, bush or crop requiring more than twelve months to mature.
- p) not to use any barbed or razor wire for any fencing on the allotment site.
- q) not to keep any livestock or animals of any kind including bees on the allotment.
- r) when using sprays or fertilisers take all reasonable care to ensure the adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur. The chemicals, however, must not be stored on the allotment site (even in a shed) in accordance with Health & Safety and risk assessments.
- s) to observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 6 of this Agreement.
- t) that no boundary fence of any type be erected to surround plot extending the length of the tenant's garden.
- u) Plot size cultivated to be no larger than width of household boundary and no greater in length than existing plots within Council fenced allotment area.

5 This tenancy shall determine on the death of the Tenant and may also be determined in any of the following manners (no refunds or partial refunds of tenancy rental payments are payable):

- a) by either party giving to the other three months' notice in writing – unless in the event of the plot being reclaimed by Council due to lack of cultivation/tending when a 3 point warning system will be implemented – completion of this process without satisfactory remedial works by the tenant will result in a one week notice period being served in which the tenant is to remove any wanted items/belongings from the plot, after which any items left in situ will become the property of the new tenant unless special agreement has been received in writing by the Proper Officer of the council and mutual agreement passed to extend the timeframe in which to remove items (generally applied for removal of sheds/larger items)
- b) by re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under statutory provision or (ii) for building, mining or other industrial purpose or any roads or sewers necessary in connection with any of those purposes:
- c) by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant.
- d) if the rent or any part thereof is in arrears exceeding forty days whether legally demanded or not:
- e) if it appears to the Council that there has been a breach of the conditions and obligation on the part of the Tenant herein contained:

NB: Deposit paid may be retained if plot returned or tenancy relinquished by landlord, with allotment in an unacceptable managed state.

- 6 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Proper Officer in either written or electronic communication to the current address held. Notice given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent to the Clerk of the Council with acknowledgement of receipt of termination issued in writing to Tenant.

AS WITNESS by the hands of the parties hereto the day and year first before written:

Mrs Janet Bailey
Town Clerk

Tenant

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Date:

Date.....

Witnessed by

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Print name

