

## Millington cum Givendale Parish Council

### Tenancy Agreement for an Allotment Garden

THIS AGREEMENT made on the [insert date] day of [insert month] 20 [complete] between Millington cum Givendale Parish Council

of [insert address] ('the Council') and [insert full name of tenant]

of [insert tenant's address] ('the tenant') by which it is agreed that:

- 1) The Council shall let to the tenant the Allotment Garden situated at [insert full postal address] and referenced as [insert number] in the Council's Allotment Register ('the Allotment Garden') 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 [insert period] commencing on the [insert date] day of [insert month] 20[complete] and thereafter from year to year from the 1st April unless determined in accordance with the terms of this tenancy.
- 3) The tenant shall pay rent of £ [insert amount] whether demanded or not which shall be payable in full on [insert date] day of [insert month] 20 [complete] and subsequently on the 1st day of April. The rental for the period starting the 1st April [insert year] will be £ [insert amount]. The rent shall be reviewed annually.
- 4) The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable 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, vegetable and flowers in the Allotment Garden.
- 6) The tenant shall reside within Millington cum Givendale Parish during the tenancy.
- 7) During the tenancy, the tenant shall:
  - (a) keep the Allotment Garden in a good state of fertility and cultivation, and clean and tidy, taking reasonable precautions to reduce risk of danger or personal injury to any person present in the Allotment Garden with or without the tenant's permission;
  - (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 or rabbits which shall not be kept for a business or a trade;
  - (d) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;

(e) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits 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;

(f) not fence the Allotment Garden without first obtaining the Council's written consent;

(g) maintain and keep in repair the fences and gates forming part of the Allotment Garden;

(h) trim and keep in decent order all hedges forming part of the Allotment Garden;

(i) not plant any tree, other than fruiting trees, without first obtaining the Council's written permission;

(j) 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;

(k) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;

(l) 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.

- 8) 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.
- 9) The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
- 10) 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 6th day of April or on or after the 29th day of September in any year.
- 11) The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
  - (a) the rent is in arrears for 40 days or;
  - (b) three months or more after the commencement of the tenancy the tenant has not observed the rules, or additional rules referred to in clause 8; or
  - (c) the tenant lives more than one mile outside Millington cum Givendale Parish.
- 12) 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.
- 13) The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.

- 14) The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
- 15) On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
- 16) On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Acts 1908 and 1950 but if the tenant shall have been paid or promised any compensation by an incoming tenant of the Allotment Garden the tenant shall before claiming any such 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.
- 17) Any written notice required by the tenancy shall be sufficiently served if sent by recorded delivery to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

Signed by

.....The tenant

and

..... Clerk of Millington cum Givendale Parish Council

NOTES: which do not form part of the Agreement

The compensation rules are:

- (i) A tenant may remove any fruit trees or bushes or other improvements planted or made by him or for which he has paid a previous tenant; or receive compensation for his fruit trees, bushes, strawberries, asparagus and rhubarb.
- (ii) If the tenancy is terminated by the Council's notice to quit or by the ending of the Council's tenancy where it has a landlord, the tenant may claim compensation for the crops growing on the land in the ordinary course of cultivation or for manure applied to it.
- (iii) If the tenancy is terminated by the ending of the Council's right of occupation the tenant is entitled to the equivalent of one year's rent from the Council as compensation.
- (iv) The Council is entitled to compensation 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.