



TENANCY AGREEMENT FOR ALLOTMENT GARDENS

An agreement made the 29th September 2023 between the Castor Parish Council (hereinafter called the Council)

and

XXXXXXXXXXXXXXXXXXXXX (hereinafter called the tenant) whereby:

1. The Council agrees to let, and the tenant agrees to take on a yearly tenancy of the Allotment number XX in the Councils Allotment Register, being part of the Allotments provided by the Council.
2. The tenant shall pay a yearly rent of £ XXXX by the 1st day of October each year and the first such payment shall be due on or before 1st October 2023 or at the commencement of the tenancy, if later.
3. The tenancy may be terminated by either party to this agreement serving on the other 3 months written notice to quit.
4. The tenant shall during the tenancy carry out the following obligations:

a) *The Allotment shall be kept clean, and in a state of good cultivation and fertility throughout the term of tenancy.*

Failure to keep the Allotment in good condition could result in the Council issuing an improvement notice to the tenant. The improvements must be completed within a period of one month, should the improvements not be completed within that period the Council would be entitled to terminate the tenancy agreement with immediate effect and re-let the plot to a person or persons on the waiting list, or any other interested person. Parish council will be obliged to restore the allotment to a fit state for re-let. By signing this agreement the tenant agrees to the liability of all costs associated with the required work should they be deemed necessary by the parish council.

- b) No nuisance, annoyance or inconvenience shall be caused by the tenant to any other tenant or local resident.
- c) No livestock or poultry of any kind shall be kept upon the Allotments provided by the Council other than with the written authority of the Council.
- d) 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.
- e) The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment.
- f) The tenant shall not erect any building or other **permanent** structure on the Allotment nor fence the Allotment without first obtaining written consent of the Council.
- g) **Polytunnels and cold frames and other like temporary structures are NOT permitted**
- h) The tenant is responsible for all parties entering his allotment and is advised to ensure 3rd party public liability insurance is in place.
- i) ***The tenant shall cultivate the Allotment for***, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by themselves or their family. No trees or hedges are to be planted on the Allotments provided by the Council.
- j) The tenant shall permit the inspection of the Allotment at all reasonable times by any officer of the Council or if delegated to do so by a parish councillor with specific responsibility for doing so.
- k) The tenant shall not obstruct or permit the obstruction of any pathway on the Allotments provided by the Council.
- l) The tenant shall not without written consent of the council cut or prune any timber or trees or take, sell or carry away any mineral, sand or clay.
- m) The tenant shall not deposit any rubbish or other waste material on the Allotments or estate owned by the Council.
- n) Burning of rubbish is permitted, but only rubbish from the Allotment holders own plot is allowed, not rubbish from any other allotment or place. When burning rubbish consideration to local residents should be taken into account.

Should the Council receive complaints regarding the matter the Council may revise the agreement and may no longer permit the burning of rubbish.

- o) The Allotment water supply may only be used for filling water receptacles. Under no circumstances should hoses be used for the watering of Allotments. Should the Council become aware that hoses are being used the Council would deem this to be a major breach of the tenancy agreement which may result on the tenancy being terminated.
- p) Where the tenant surrenders the Allotment tenancy during the currency of any year in which the tenant has paid rent there shall not be a refund in respect of the period of the tenancy surrendered. In the event of a payment not having been made at the date of surrender rent shall be due to the Council for the whole of the relevant Allotment year.
- q) The Council shall pay all rates, taxes dues or other assessments which may at any time be levied or charged upon the Allotments, if the costs of running the Allotments exceeds income from rents, excess costs will be apportioned to tenants on a pro-rata basis.
- r) **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 the Allotment, and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for such breach or to recover any rents already due before the time of such re-entry but remaining unpaid.**
- s) Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post, or email, to the Clerk of the Council.
- t) Any notice required by this Agreement to be given to the Tenant shall be sent by **email, to the last known email address or by** recorded delivery to the last known address, by the Clerk of the Council

SIGNED FOR THE COUNCIL

SIGNED TENANT



CLERK TO THE PARISH COUNCIL:
29th September, 2023