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Heworth Without Parish Council - Allotment Garden Tenancy Agreement

An agreement made on _____ [date]

Between the Heworth Without Parish Council (HWPC) (hereinafter called "the Council")

and _____ [first tenant]

of _____ [address]

(hereinafter called "the Tenant").

Whereby the Council agree to let and the tenant agrees to take on a yearly tenancy commencing _____ [date].

for the Allotment Garden _____ [plot number].

At Stray Road allotments as detailed in the Allotment Map [area].

Yearly Rent: £_10_____ (this will be invoiced shortly after submission).

- *A rental year runs from between **1st January** and ends **31st December** charged; tenancy commencing after that date will still be charged £10, but free if the plot is taken between **1st November- 31st December** there will be no charge.*
- *All rents due must be paid by 31 March*
- *A review of rents will be undertaken every 2 years*

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and also to the following conditions:

- 1.** The Tenant shall cultivate the Allotment garden and shall use the Allotment Garden as an allotment garden only (wholly or mainly for the production of garden flowers, vegetable or fruit crops for consumption by the tenant and her/his family) and for no other purpose and to keep the soil clean and free from noxious contaminants, livestock carcasses, weeds and in a good state of cultivation and fertility and in good condition. No pesticides that are deemed dangerous wildlife should be used.
- 2.** The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden or to occupiers of neighbouring properties, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
- 3.** The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
- 4.** The Tenant shall not without the written consent of the Council, cut or prune any timber or other trees on their plot, or take, sell or carry away any mineral, sand or clay.
- 5.** The Tenant shall not use carpet as a weed suppressant.
- 6.** The Tenant shall not keep any livestock (including **cockerels**) on the Allotment Garden except for pigeons, rabbits, bees, hens and waterfowl, without the prior written permission of the Council.

7. The Tenant shall keep every hedge that forms part of the boundary of the Allotment Garden properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair any fences, gates and sheds on the Allotment Garden. It is recommended that hedges and fences do not exceed a height of 1.5 metres. surrounding their plot.

8. The Tenant shall not use any barbed wire for a fence adjoining any path set out by the council for the use of the occupiers of the allotment gardens.

9. The Tenant shall not without the written consent of the Site Secretary (clerk on behalf of HWPC) erect any building or structure on the Allotment Garden and shall be responsible for the removal of any building or structure on or before the termination of the tenancy.

10. Any duly authorised representative of the Council shall be entitled at any time to enter and inspect the Allotment Garden.

11. The Tenant shall not burn any plastic or synthetic materials on the Allotment Garden.

12. All shared paths between the Allotment Garden and any neighbouring allotment garden shall be kept cut and clipped up to half their width by the Tenant unless otherwise expressly provided for by the Council. The tenant is also responsible for implementing and / or maintaining pathways.

13. No trees other than fruit trees shall be grown on the Allotment Garden.

14. The Tenant shall not use any water supply which may be made available for use by tenants of allotment gardens, other than for filling butts and containers, prior to distributing their contents on the Allotment Garden.

15. The Tenant shall not use the Allotment Garden for residential purposes.

16. Notice and Termination of the Tenancy:

The tenancy of the Allotment Garden **shall** terminate on the yearly rent day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates.

It may also be terminated by the Council by re-entry after one month's notice:

- (i) If the rent is in arrears for not less than 40 days OR
- (ii) If the Tenant is not duly observing the conditions of his/her tenancy OR
- (iii) If s/he becomes bankrupt or compounds with his/her creditors.

The tenancy may also be terminated by the Council by twelve months' previous notice in writing expiring on or before 6th day of April or on or after 29th day of September in any year.

Should the Tenant wish to terminate this tenancy then 1 month's written notice to the Council is required, via the Clerk of the Parish.

Contact details (please print all): These details will be used for correspondence and billing only

Signed: _____		Date: _____	
Title: _____	First Name: _____	Last: _____	
Name: _____			
Address: _____			
Post Code: _____		Telephone _____	
Mobile No: _____ (Please state best time/s to call) _____			
Email: _____ :			