

## ALLOTMENT TENANCY AGREEMENT

An agreement made this      day of      2009.

Between ATHERSTONE TOWN COUNCIL, (hereinafter called the Council) by the hand of Sally Oldham, Trainee Town Clerk and (herein called the Tenant), of      , Atherstone.

### WHEREBY:

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the 2009 for the allotment garden numbered      on the Council's allotment site at      Allotments at the yearly rent of £      payable in two installments, and subject to the provisos and conditions hereinafter contained.
  
2. The Tenant hereby agrees with the Council as follows:-
  - (a) To pay the rent hereby reserved on the 31<sup>st</sup> March and 30<sup>th</sup> September in every year during the continuance of this tenancy without any deductions whatsoever.
  - (b) To use the allotment garden as an allotment garden or any use considered suitable by the Town Council, and for no other purpose without the prior consent in writing of the Council.
  - (c) To keep the allotment garden free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included therein or abutting thereon reasonably free from weeds.
  - (d) Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or 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 underlet, assign or part with the possession of the allotment garden or any part thereof without the prior consent in writing of the Council.
  - (f) Not without the prior consent in writing of the Council to cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay.
  - (g) Not without the prior consent in writing of the Council to erect any building on the allotment garden or to park any vehicle, mobile or caravan AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the Council by the Tenant.

- (h) Any building or frame must only contain safety glass.**
- (i) Not to use or store any barbed wire on the allotment garden.**
- (j) Not to erect any fence constructed of any material other than chicken wire, stock wire or chain link.**
- (k) Not to use in any form of construction of building or fence materials containing asbestos or other recognised hazardous substances.**
- (l) Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges, ditches or dykes situate in the said allotment site or in any adjoining land.**
- (m) To ensure that any dog brought into the said allotment site is kept under control.**
- (n) Not to keep any animals or livestock of any kind upon the allotment garden without the prior consent in writing of the Council, such consent not to be unreasonably withheld.**
- (o) Not to erect any notice or advertisement on the allotment garden**
- (p) Not to create any well on the allotment garden.**
- (p) To notify forthwith the Council of any change of address of the Tenant.**
- (q) 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.**
- (r) To permit any officer or 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**
- (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 5 of this agreement.**

**3. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his / her part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.**

**4. This tenancy shall determine on the death of the Tenant and may also be determined in any of the following manners;**

**(l) by either party giving to the other six months previous notice in writing expiring on or before the sixth day of April or on or after the sixth day of October in any year.**

(2) 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 a statutory provision or (ii) for building, mining or any other industrial purpose or for any roads or sewers necessary in connection with any of these purposes.

(3) by re-entry by the Council at any time after giving one month's previous notice in writing to the tenant:

- (i) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
- (ii) if it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant herein contained; or
- (iii) if the Tenant shall become bankrupt or compound with his/her creditors

5. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk and may be served on the Tenant either personally or by leaving it at his/her last known address or by prepaid post addressed to him/her there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council or delivered personally to the Town Council Office.

Note: Any rent paid for the period after the tenancy has ended is not refundable.

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

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Town Clerk / Trainee Town Clerk