

ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT is made on the 1st Day of April for a period of 12 months BETWEEN RADNAGE PARISH COUNCIL (herein called 'the Council') by the hand of its Clerk and duly authorised Agent of the one part and (*name and address of tenant*) (herein called 'the Tenant') of the other part.

WHEREBY:

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the first day of April the allotment gardens numbered on the Council's allotment site at a yearly rent of and subject to the provisos and conditions herein after contained.
2. The tenant hereby agrees with the Council as follows:
 - a) To pay the rent hereby reserved on the first day of April in every year during the continuance of this tenancy without any deductions whatsoever.
 - b) To use the allotment garden and for no other purpose without prior consent in writing of the Council.
 - c) To keep the allotment garden clean, 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 prior consent in writing to 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 and in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of material specified therein) submitted to the Council by the tenant.
 - h) Not to erect any fence or barbed wire adjoining any path set out for use of occupiers of the allotment gardens.
 - i) Not without the prior consent in writing of the Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature.
 - j) Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying material (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedge ditches or dykes situate in the said allotment site or in any adjoining land.
 - k) To ensure that any dog brought into said allotment site is securely held on a leash.
 - l) 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.

- m) Not to erect notice or advertisement on the allotment garden.
- n) 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.
- o) To permit any officer or other agent or representative of the Council to enter on the allotment garden and inspect the condition thereof and any building erected or being erected thereon.
- p) To observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and which notice shall be given to the Tenant in accordance with Clause 5 of the agreement.

3. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations of his part contained in the Agreement may peaceably use and enjoy the allotment garden without 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 be determined in any of the following manners:

- a) By either party giving to the other twelve months' previous notice in writing expiring on or before the sixth day of April or on or after the twenty ninth day of September of any year.
- 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 for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision of for building mining or any other industrial purpose or for 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 previous notice in writing to the Tenant.
- d) If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not, or
 - i) If it appears to the Council that there has been a breach of the conditions and obligations on the part of the Tenant herein contained, or
 - ii) If the Tenant shall become bankrupt or compound with his creditors.
- e) Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it at his last known place or abode or by prepaid post addressed to him there of 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 for the time being.

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

Signed:
(Tenant)

Dated: 1st April 20.....

Signed:
(Clerk to the Radnage Parish Council)

Dated: 1st April 20...