

## ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT made the on the ..... BETWEEN **STOTFOLD TOWN COUNCIL** (hereinafter called "the Council") by the hand of **Kate Elliott-Turner**, its Clerk and duly authorised Agent of the one part and, .....of ..... (hereinafter called "the Tenant") of the other part

### WHEREBY:

1. The Council agrees to let and the Tenant agrees to take on the plot from the above date until the twenty-ninth day of September Two Thousand and ....., and yearly thereon, on allotment garden(s) number(ed) ... **(being a half/full plot)** on the Council's allotment site off Norton Road, Stotfold at the yearly rental of .....**Pounds per half/full plot**, reviewed annually and such other rental as shall from time to time be agreed between the parties hereto.
2. The Tenant hereby agrees with the Council as follows:
  - 1) To pay the rent hereby reserved on the twenty-ninth day of September in every year during the continuance of this tenancy without deductions whatsoever;
  - 2) To use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of the Council;
  - 3) 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;
  - 4) 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;

- 5) Not to underlet assign or part with the possession of the allotment garden or of any part thereof without prior consent in writing of the Council;
- 6) 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;
- 7) Not without the prior consent in writing of the Council to erect any building including polytunnel, greenhouse or fruit cage 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 materials specified therein) submitted to the Council by the Tenant;
- 8) Not to erect any fence of barbed wire or razor wire adjoining any path set out for the use of occupiers of the allotment gardens;
- 9) Not without the previous consent in writing of the Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature;
- 10) 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 on dykes, in hedges or ditches situate in the said allotment site or in any adjoining land;
- 11) To ensure that any dog brought into the said allotment site is securely held on a leash;
- 12) Not to keep any bees, animals' or livestock of any kind upon the allotment garden.
- 13) Not to erect any notice or advertisement on the allotment garden;
- 14) To notify forthwith the Council of any change of address of the Tenant;
- 15) 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;

- 16) To permit any officer or other 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 and to comply within twenty-eight days with any remedial requirement of the Council which is issued as a result of such inspection;
  - 17) 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;
  - 18) Forthwith to inform the Council of any attempt by a third party to allege or establish any casement in respect of the allotment garden;
  - 19) If the tenant receives any notice concerning the allotment garden from any central local or other competent authority forthwith to give notice of the same to the Council and to join with the Council in making any representations in respect of such notice as the Council shall see fit at the expense of the Council.
3. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming through 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:
    - 1) By either party giving 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 in any year;
    - 2) By the Tenant giving to the Council not less than two months' prior notice in writing, during which time you will be expected to keep the plot free of weeds and remove any personal possessions.

- 3) 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 for being the same 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 those purposes;
- 4) By re-entry by the Council at any time after giving one months 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 creditors.If notice is given to the tenant, they shall not be permitted to re-apply for an allotment plot at any Stotfold allotment site within two years of the notice being given.
5. 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 of abode or by prepaid post addressed to him 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 for the time being

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

Signed by **Kate Elliott-Turner**

Clerk to Stotfold Town Council

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Signed by the Tenant

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In the presence of Witness

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Address

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Occupation

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