

THE ELEEMOSYNARY CHARITY OF WILLIAM FIELD (POORS ALLOTMENT)

ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT made the **day of month Two Thousand and year** BETWEEN the TRUSTEES OF THE ELEEMOSYNARY CHARITY OF WILLIAM FIELD (charity number 254219) (hereinafter called "the CHARITY") of the one part and **Title and Name..... plus full address.....** (hereinafter called "the TENANT") of the other part

WHEREBY:

1. The CHARITY 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, plot number/s **plot number (being a half/fullplot)** at the Poors Allotments, Common Road, Stotfold at the yearly rental of **amount Pounds** per half plot reviewed annually and such other rental as shall from time to time be agreed between the parties hereto and subject to the provisos and conditions hereafter contained
From Jan 2024 a **refundable deposit** of one year's rent is required for all new tenants. This will also be applicable to current tenants who wish to acquire an additional plot as from Jan 2024.

2. The TENANT hereby agrees with the CHARITY 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 any deductions whatsoever;
 - (2) To use the allotment garden wholly or mainly for the production of vegetable or fruit for consumption by the TENANT or his family and for no other purpose without the prior consent in writing of the CHARITY;
 - (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 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 CHARITY 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;

- (6) Not without the prior consent in writing of the CHARITY 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 of the CHARITY to erect any building (including shed/greenhouse(not glass)/polytunnel/fruit cage etc) 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 samples of materials specified therein if so required) submitted to the CHARITY by the Tenant;
- (8) Not to erect any fence of barbed wire or razor wire adjoining any path set out for use of occupiers of the allotment gardens;
- (9) Not without the previous consent in writing of the CHARITY to plant any trees or fruit bushes;*
- (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 that may reasonably be required for use in cultivation) or place any matter in any hedges ditches or dykes situated 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 CHARITY 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 Trustee or any other agent or representative of the CHARITY 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 CHARITY which is issued as a result of such inspection;
- (17) To observe and perform any other special conditions which the CHARITY 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 CHARITY of any attempt by a third party to allege or establish any easement 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 CHARITY and to join with the CHARITY in making any representations in

respect of such notices as the CHARITY shall see fit at the expense of the CHARITY;

3. The Tenant agrees to be bound by the rules and regulations contained within the Allotment Handbook, a copy of which is supplied with this agreement and also available from Council Offices.
4. The CHARITY hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in the Agreement may peaceably use and enjoy the allotment garden without any interruption by the CHARITY or any person claiming through under or in trust for the CHARITY.
5. This tenancy shall determine:
 - (1) by the CHARITY giving the TENANT 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 CHARITY 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 CHARITY at any time after giving three months previous notice in writing to the Tenant on account of the allotment garden being required:
 - (a) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision;
 - or
 - (b) 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 CHARITY at any time after giving one months previous notice in writing to the Tenant:
 - (a) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not;
 - or
 - (b) if it appears to the CHARITY that there has been breach of the conditions and obligations on the part of the Tenant herein contained;
 - or

- (c) 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.

- 6. Should the Tenant move out of the Stotfold town and civil parish then they should notify the Town Council immediately and the Charity will accept 12 months notice from date of relocation. Should this notification not be given this will be taken as a breach of conditions and obligations on behalf of the Tenant.
- 7. Any notice required to be given by the CHARITY to the TENANT 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 CHARITY care of Stotfold Town Council, The Greenacre Centre, Valerian Way, Stotfold, Hitchin, Herts, SG5 4HG.

AS WITNESS the signature of an Officer of Stotfold Town Council for and on behalf of the CHARITY

Signed by

Stotfold Town Council

Date

Signed by the Tenant

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In the presence of Witness

Date

Address

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