

Tenancy agreement for allotment gardens

THIS AGREEMENT made the between Menheniot Parish Council (hereinafter called the Council) and

INSERT NAME
ADDRESS

(hereinafter called the tenant), by which it is agreed that:

1. The Council shall let to the Tenant for them to hold as tenant from year to year. Your plot number is .
2. The tenant shall pay a yearly rent of £12.00 on the 1st day of January each year. The first yearly payment shall be due in full on the first day of the month following the commencement of the tenancy without any apportionment for part periods.
3. The tenancy may be terminated by either party to this agreement serving on the other not less than three months written notice to quit, provided the is paid up to date.
4. The tenant shall reside within the Parish of Menheniot during the continuance of this tenancy.
5. The tenant shall during their tenancy carry out the following obligations:
 - a. The allotment shall be kept in a decent and good condition and properly cultivated, clean of litter and noxious weeds.
 - b. If you do not maintain the plot by growing or cultivating plants throughout the year, you will be in breach of your agreement and the council may invoke clause 7 of this agreement.
 - c. Toxic chemicals or broken glass should not be stored or allowed to remain on the allotment site.
 - d. When a tenancy agreement is surrendered or expires, the plot must be cleared before you surrender it.
 - e. Where guests and children are brought into the allotment area, they remain the responsibility of the person who accompanies them.
 - f. No nuisance or annoyance shall be caused by the tenant to any tenant of any other allotment.
 - g. Dogs may be brought onto the allotments but must remain under control of the owner, who is also responsible for clearing away any dog mess.
 - h. The tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of the allotment.
 - i. The tenant shall not erect any structure without the consent of the Council.
 - j. The tenant shall maintain in decent order all paths and ditches forming any boundary to the allotment, and trim back any overhanging hedges or trees.
 - k. The tenant shall not lop or fell any tree growing on the allotment
 - l. Genuine seasonal surplus may be sold providing the funds go back into allotment projects.
 - m. The tenant shall permit the inspection of the allotment by any officer of the Council.
 - n. The tenant shall not obstruct any path set out for other tenants.
 - o. The tenant shall ensure that the allotment gate is locked on exiting the site.
6. The Council shall pay all rates, taxes, dues or other assessments levied on the allotment.

- 7. If the tenant shall have been in breach of any of the foregoing provisions of this agreement for a period of one month, the Council may re-enter the allotment and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach, or recover any rent due.
- 8. Any notice required by this agreement to be given to the Council shall be delivered or sent by post to the Clerk to the Council and any notice to be given to the tenant shall be treated as served if left at or delivered by recorded delivery post at the address at the head of this agreement.
- 9. The Council reserves the right to adjust the rents as circumstances demand and will consult with the tenants association prior to any change.

Signatures:

Clerk to the Parish Council
date

Tenant
date.....

For information
Revised November 2021