

ALLOTMENT TENANCY AGREEMENT 2017

The tenant shall reside within the Parish of Cam during the continuance of the tenancy.

Payment can be made in full or quarterly instalments on the 1st day of April, July, October and January of each year.

The tenancy may be terminated by either party to the agreement serving on not less than 12 months written notice expiring on or before the 6th day of April or on or after 29th day of September in any year, or without notice by the Council where the tenant is in breach of any of the following obligations of this Agreement.

The tenant shall during the tenancy carry out the following obligations:

- The allotment shall be kept in a decent, clean and good condition and properly cultivated. At least 50% of any plot must be under active cultivation at any one time, with the remainder to be kept under control.
- Carpets and underlay must not be used on the allotments. Other weed suppressants, such as geotextile fabrics, may be used to suppress weeds etc., but this must be for no more than 1 season.
- Dogs must at all times be kept on a leash, under control and remain on the tenant's Allotment Garden only. Any fouling must be removed and disposed of off-site by the tenant.
- Cam Parish Council operates a one-person, one-plot rule for all new tenants taking on an allotment. Requests for multiple plots will not be considered.
- Consideration must be made when lighting bonfires and due regard given to the Council's guidelines (attached).
- No nuisance or annoyance shall be caused by the tenant to any other tenant of any other part of the Allotments provided by the Council.
- No livestock or poultry of any kind should be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits for the tenants own domestic consumption, subject to the prior agreement of the Council and in accordance with best practice for animal husbandry.
- The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden.
- The tenant shall not erect any building or other permanent structure on the Allotment garden nor fence the garden without first obtaining the written consent of the council. The tenant shall be responsible for acquiring and planning consents necessary for the erection of such structures and be responsible for removing any building, if necessary, should the tenancy end.
- Small tool storage containers of 1 metre high or less will be permitted on site but must not obstruct any pathways or cause a nuisance to other tenants on the allotment garden.
- Poly tunnels/cloches under 1 metre in height will be permitted on site but must not exceed 1/3 of the tenants allocated plot.
- The tenant is only permitted to use hosepipes to fill containers/water butts and must not be stored on any allotment site.
- The tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden and shall keep trim and keep in decent order all hedges forming any boundary of the Allotment garden.
- The tenant shall not without first obtaining the written consent of the council cut, lop or fell any tree growing on the Allotment Garden.
- The tenant shall cultivate the allotment garden for and shall only use it for the production of fruit, vegetables and flowers for domestic consumption by himself and his family.
- The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.

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- The tenant shall not obstruct or permit the obstruction of any paths on the Allotment set out for the use of the tenants of the Allotment Garden.
- In the event of a plot being vacated, the tenant shall leave the plot in a clean and tidy condition. If, in the opinion of Cam Parish Council, the plot has not been left in a satisfactory condition, any work carried out by Cam Parish Council to return the plot to a satisfactory condition shall be charged to the previous tenant.

The Council shall pay all rates, taxes, dues or other assessments which may at any times be levied or charged upon the Allotment Garden.

If the tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer, the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

On the termination of this tenancy (other than for breach of conditions) the tenant shall be entitled to receive such compensation as is provided for by the Allotments Acts 1908 to 1950 but if the tenant shall have been paid or promised any compensation by an incoming tenant of the Allotment Garden the tenant shall before claiming any compensation from the council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.

Any notice required by this agreement to be given to the Council shall be delivered to or sent to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded post at the address resided at the head of the agreement.

NOTES: which do not form part of the Agreement

The compensation rules are:

- *A tenant may remove any tree or bushes or any improvements planted or made by him or for which he has paid a previous tenant: or receive a compensation for his fruit trees, bushes, strawberries, asparagus or rhubarb.*
 - *If the tenancy is terminated by the Council's notice to quit or by ending of the Council's tenancy where it has a landlord, the tenant may claim compensation for the crops growing on the land in the ordinary course of cultivation or for manure applied to it.*
 - *If the tenancy is terminated by the ending of the Council's right of occupation, the tenant is entitled to the equivalent of one year's rent from the Council as compensation.*
 - *The Council is entitled to compensation from the tenant for any deterioration in the land arising from the tenant's failure to keep it clean and in good state of fertility.*
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Agreement for Letting Allotment

Agreement made on 1st April 2017 between the Council and

Name:

Address:

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Email:

Tel no:

Whereby the council agrees to let and the tenant agrees to hire for 1 year from 1st April 2017 and thereafter from year to year, the allotment garden shown in the register of allotment gardens provided by the Council as

Allotment Site Plot Number:

At a yearly rent payable yearly on renewal of the tenancy, of £25.00 for a full plot and £14.00 for a half plot, and at a proportionate rent for any part of a year over which the tenancy may extend, or such figure as may subsequently be agreed between the council and the tenant.

The tenancy is subject to the Allotments Acts 1908 to 1950, and to any Allotment Garden Rules made from time to time by the council.

The tenant hereby agrees to his name, address and email being held on the Council's computer system for the purpose of corresponding with him.

Signed: (on behalf of Cam Parish Council)

Signed: (Tenant)

Dated: