

FLAMBOROUGH PARISH COUNCIL
ALLOTMENT TENANCY AGREEMENT (specimen only)

THIS AGREEMENT is made the day of
BETWEEN :

FLAMBOROUGH PARISH COUNCIL acting by the Parish Clerk and duly authorised in that behalf (“the Council”), and

WHEREBY:-

1. AGREEMENT TO LET

The Council agrees to let and the Tenant agrees to take ALL THAT piece or parcel of land containing an area of one sixteenth of an acre or thereabouts shown numbered on the plan of the Allotments (“the Allotment”) deposited at with the Clerk of Flamborough Parish Council on a yearly tenancy from the date hereof at the yearly payment of £25/allotment or such other sum determined by the Council in accordance with Clause 3.1 hereof (which said payment or other sum as aforesaid is hereinafter called “the Rent”) which first year’s Rent or such relevant proportion thereof for the remainder of this first year up to 31st October next is payable in advance on the date hereof and in subsequent years is payable in advance on 1st November in each year (time being of the essence).

2. TENANT’S AGREEMENTS

The tenant agrees with the Council as follows:-

- 2.1 RENT** – to pay the rent without deduction otherwise than allowed by statute at the times and in the manner aforesaid.
- 2.2 CULTIVATION** – to keep the Allotment clean and 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 in or abutting on the Allotment to the satisfaction of the Council (or in the case of any pathway or cart-track abutting on the Allotment and any other allotment garden or allotment gardens the half width of it) reasonably free from weeds.
- 2.3 PATH** – to give up a strip of land surrounding and forming part of the Allotment to form a path eighteen inches wide.
- 2.4 NO RIGHT TO PRODUCE** – in the event of this Agreement being terminated under clause 4 hereof , the Tenant shall relinquish any right he may have to pick the produce of any fruit trees or bushes, strawberry plants, asparagus, rhubarb or other market garden crops which continue productive for two or more years left by him on the Allotment.
- 2.5 TREES, SHRUBS ETC** – not without the previous written consent of the Council to plant on the Allotment any trees, shrubs or plants which in the opinion of the Council may be injurious to any other allotment garden.
- 2.6 PRUNING** – without prejudice to clause 2.7 and 2.8 hereof, not without the previous written consent of the Council, to cut or prune any timber hedge or other trees or take, sell or carry away any mineral, gravel, clay or sand.
- 2.7 FENCES AND HEDGES** – not to erect or permit to be erected any fence or allow any hedge to grow on the Allotment to a greater height than four feet and not to remove any fence or hedge now on the Allotment without the previous written consent of the Council.
- 2.8 MAINTENANCE OF HEDGES ETC** – to keep every hedge that forms part of the Allotment properly cut and trimmed and all ditches properly cleansed and to maintain and keep in repair any fences and any gates on the Allotment.

- 2.9 BARBED WIRE** – not to erect or permit to be erected any barbed wire fence on the Allotment.
- 2.10 CHILDREN** – to keep all children to come with the tenant on the allotment grounds of which the Allotment forms part (“the Allotment Grounds”) under proper supervision and control to the satisfaction of the Parish Clerk.
- 2.11 ANIMALS** – not to bring or keep on the Allotment any animal or poultry (except hens or rabbits to the extent permitted by the Allotments Act 1950 Section 12) without first obtaining the written consent of the Council which consent may be granted subject to such conditions as the Council may think fit to impose.
- 2.12 BUILDINGS** – not to construct or place any building or erection on the Allotment without the previous written consent of the Council (which consent may be given subject to conditions and is required in addition to any consent required under planning legislation) and to keep any building or erection constructed or placed with such consent as aforesaid in accordance with such conditions and in good and substantial repair to the satisfaction of the Council and to remove the said building or erection on or before the expiration of the tenancy hereby created or within fourteen days of the receipt of the Tenant of a notice in writing from the Council requiring him so to do.
- 2.13 NUISANCE** – not to do or permit to be done on the Allotment anything which in the unfettered opinion of the Council might be or become a nuisance or annoyance to the Council or to the tenants of the adjoining or neighbouring allotment gardens or to the owners or occupiers of adjoining or neighbouring property and in particular and without prejudice to the foregoing not to burn rubbish on the Allotment or permit any nuisance or annoyance to arise from spreading manure on the same.
- 2.14 ADVERTISEMENTS** – not to erect or display any advertisement on the Allotment.
- 2.15 ENTRY TO INSPECT** – to permit the Council by its servants or agents at all reasonable times to enter upon the Allotment and inspect the stage and condition thereof.
- 2.16 ASSIGNMENT** – not to assign, underlet or part with the possession of the Allotment or any part thereof.
- 2.17 CHANGE OF ADDRESS** – to immediately notify the Parish Clerk of any change of address during the continuance of this Agreement.
- 2.18 USER** – to cultivate the Allotment wholly or mainly for the production of vegetables and fruit and flowers (subject to clause 2.4 hereof) for consumption by the tenant or his family
- 2.19 NO TRADE OR BUSINESS** – not to carry on any trade or business on the Allotment or part thereof.
- 2.20 INDEMNITY** – to indemnify the Council against any claim by any person whatsoever in respect of any loss damage or injury suffered or alleged to have been suffered on the Allotment in consequence of or arising out of whether directly or indirectly the exercise of the privileges granted by this Agreement.
- 2.21 NO CONNECTION TO THE COUNCIL’S WATER SUPPLY** – not to connect any hosepipe, water sprinkler or similar equipment to any water supply or standpipe of the Council.
- 2.22 TO YIELD UP** – to yield up the Allotment at the determination of the term granted by this Agreement in such condition as shall be in compliance with the conditions contained in this Agreement.
- 2.23 SPECIAL CONDITIONS** – to observe and perform any special conditions which the Council considers necessary to preserve the Allotment or the Allotment Grounds from deterioration and of which notice shall be given to the Tenant in accordance with clause 5 hereof.
- 2.24 COUNCIL’S COST ON BREACH** – to pay to the Council all costs that it may incur in remedying any breach of covenant by the Tenant or in taking any proceedings for possession of the Allotment on demand and unless paid within 14 days of such demand to pay interest at a rate equal to 4% above the base lending rate from time to time of Barclays Bank PLC from the date of such demand to the date of payment.

- 2.25 RESTRICTION ON ADMITTANCE** – that the Council shall have the right to refuse admittance to any person other than the tenant or a member of his family to the Allotment unless accompanied by the Tenant or a member of his family.
- 2.26 IDENTIFICATION STAKES** – to keep in good repair and condition the identification stakes (if any) provided by the Council by which the Allotment is numbered.

3 IT IS HEREBY AGREED by and between the parties hereto as follows:-

- 3.1 REVIEW OF RENT** – if the Council decides at its absolute discretion that it is necessary or appropriate to alter the Rent it may do so by giving to the Tenant notice by not later than the 1st August in any years of its intention to alter the Rent with effect from 1st November next following issue of such notice (but for the avoidance of doubt such revised Rent shall be payable on or before 14th January in accordance with clause 1 hereof)

4. DETERMINATION OF TENANCY

- 4.1** This Agreement shall terminate on 14th January or 1st October next after the death of the Tenant whichever of the said dates is the earlier.
- 4.2** This Agreement is also terminable in the respective manner following that is to say:-
- (a) by either party giving to the other at least twelve months previous notice in writing to expire on or before 6th April or on or after 29th September in any year.
 - (b) by the Council giving three months previous notice in writing to the Tenant to expire at any time in the event of the Allotment being required by the Council for a purpose (not being the use of the Allotment for agriculture) for which it was acquired by the Council or had been appropriated under any statutory provision or in the event of the Allotment being required by the Council for building, mining or other industrial purposes or for the construction of roads or sewers necessary in connection with any of those purposes.
 - (c) by the council giving one month's previous notice in writing to the Tenant if the Rent or any part thereof shall be unpaid for forty days after becoming payable (whether formally demanded or not) or if any agreements of the Tenant's part herein contained shall not be performed or observed or in the event of the Tenant becoming bankrupt or compounding with his creditors or in the event of the Tenant moving his residence to outside the Council's area then and in any of the said cases it shall be lawful for the Council at any time thereafter to re-enter upon the Allotment or any part thereof in the name of the whole and thereupon the Tenancy hereby created shall absolutely determine but without prejudice to any right of action of the Council in respect of any breach of the Tenant's agreements herein contained.
 - (d) by the tenant giving one month's previous written notice in writing to the Council within one month from the date of a notification from the Parish Clerk of the intention of the Council to vary the Rent in accordance with the provisions of clause 3.1 hereof.

5. NOTICES

Any notice required by this Agreement to be given by the Council to the Tenant shall be sufficient if in writing under the hand of the Parish Clerk and may be served on the Tenant personally, sent by registered or recorded delivery post to or deposited at the Tenant's last known place of abode or business and any notice required by this Agreement to be given by the Tenant to the Council shall be sufficient if in writing addressed to the Parish Clerk under the hand of the Tenant and shall be sufficiently served if sent by prepaid post addressed to or deposited at the Clerk's address.

6. DISPUTES

Any dispute between the Tenant and any other occupier of allotment in the Allotment Ground shall be referred to the Council whose decision shall be final.

AS WITNESS the hand of E Woodhouse, Parish Clerk on behalf of the Council and the Tenant

SIGNED by E Woodhouse)
)
Parish Clerk)
)
On behalf of the Council in the)
)
Presence of:-)

E Woodhouse

Signature of witness

Address

Occupation

SIGNED by the Tenant)

In the presence of:-)

Tenant

Signature of witness

Address

Occupation

Date _____