

# ALLOTMENT TENANCY AGREEMENT

DATED \*\*\*\*date\*\*\*\*

HAYWARDS HEATH TOWN COUNCIL

AND

\*\*\*Name\*\*\*

ALLOTMENT GARDEN NO. \*\*\*\*Plot location and number\*\*\*\*

- 2) THE Tenant hereby agrees with the Council as follows:
- (1) To pay the rent hereby reserved for the first year and as notified by the Council in subsequent years on the first day of April in every year during the continuance of this tenancy without any 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 (or in the case of any pathway or cart track abutting on the allotment garden and other allotment garden or allotment gardens the half-width thereof) 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;
  - (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 Council to cut or prune any timber or other trees or take away any mineral gravel sand earth or clay;
  - (7) Not without the prior consent in writing of the Council to erect any building 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 use barbed wire for a fence adjoining any path set out by the Council for 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 in any hedges ditches or dykes 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 animals or livestock of any kind upon the allotment garden except hens or rabbits to the extent permitted by Section 12 of the Allotments Act 1950;
  - (13) Not to erect or permit to be erected any notice or advertisement on the allotment garden;
  - (14) 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 garden unless accompanied by the Tenant or a member of his family;
  - (15) That any case of dispute between the Tenant and any other occupier of an allotment garden on the allotment site shall be referred to the Council whose decision shall be final;
  - (16) To notify the Council forthwith of any change of address of the Tenant;
  - (17) That if the Council decides at any time to alter any of the boundaries or the layout of the allotment site the Tenant will immediately on being given notice in accordance with Clause 6) of this Agreement vacate the allotment garden referred to herein provided that in the event of such determination the Council will as soon as is practically possible offer to the Tenant an alternative allotment garden of such size and in such position as may be decided by the Council and pay to the Tenant compensation in accordance with Clause 4) of this Agreement;
  - (18) 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;
  - (19) 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;
  - (20) To observe and perform any other special conditions which the Council considers necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 6) of this Agreement.
- 3) THIS tenancy shall determine on the yearly rent day next after the death of the Tenant and may also be determined in any of the following manners:

- (1) By either party giving to 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 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 being the use of the same for agriculture) for which it was acquired or 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;
- (3) By re-entry by the Council at any time after giving one month's 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 and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment garden at least three months have elapsed since the commencement of the tenancy; or
  - (iii) If the Tenant shall become bankrupt or compound with his creditors.
- 4) THE Tenant shall on determination of the tenancy be entitled to compensation only in the event and to the extent prescribed by Section 2 sub-sections 2 and 3 of the Allotments Act 1922 as extended by the Allotments Act 1950 but not further or otherwise.
- 5) THE Council shall on the termination of the tenancy be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of land caused by the failure of the Tenant to maintain the land clean and in a good state of cultivation and fertility.
- 6) ANY notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Town 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 registered letter or letter sent by the recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the allotment garden comprised in the tenancy hereby granted.
- 7) 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 Town Clerk for the time being.