

**TENANCY AGREEMENT FOR ALLOTMENT GARDENS**  
**(plots to 40 poles or 0.101 hectares – for domestic use only)**

THIS AGREEMENT made on the 1st day of January 2018, between the Winterton Town Council (hereinafter called the Council) and

(name).....

Of (address).....

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

1. The Council shall let to the Tenant for him/her to hold as tenant from year to year the Allotment Garden as designated number .....(being part of the Allotments provided by the Council at and numbered 1- 26 in the Council's Allotment Register.
2. The tenant shall pay a yearly rent of £12.00 (£6.00 for a half plot) due on or before 1st day of February in each year.
3. The tenancy may be terminated by either party to this Agreement serving on the other not less than twelve months written notice to quit expiring on or before the 6<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September in any year. The tenant may with written agreement of the Council, give three months' notice.
4. Preference shall be given to tenants who reside within the parish boundaries of Winterton.
5. The tenant shall during the tenancy carry out the following obligations:
  - a) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated;
  - b) No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the Allotments provided by the Council;
  - c) No livestock or poultry of any kind shall be kept upon the Allotment Garden;
  - d) No dog shall be brought into or kept in the area of the Allotments by the tenant or by anyone acting with his authority or approval;
  - e) The tenant shall not assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden;
  - f) 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;
  - g) 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;
  - h) The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetable and flowers for domestic consumption by himself and his family;
  - i) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council;
  - j) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens.
  - k) Not to cut or prime any timber or other trees, or take, sell or carry away any mineral gravel, sand, earth or clay, without the prior written consent of the Council.
  - l) Not to use barbed wire for a fence adjoining any path set out by the Council for the occupiers of the allotments gardens.
  - m) When using any sprays or fertilisers, to take all reasonable care to ensure adjacent hedges, trees and crops are not adversely affected, and to make good or replant as necessary should damage occur.

- n) So far as possible, to select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public and to wildlife, other than vermin or pests, and comply at all times with current regulations.
  - o) Not to lay poison, or employ any other means to combat rat infestation.
  - p) To inform the Town Council immediately in the event that vermin (or evidence of the same) is sighted within the environs of the site.
6. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
  7. If the tenant shall have been in breach of any of the foregoing provisions of the 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 but 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.
  8. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any 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.
  9. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post 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 delivery post at the address at the head of this Agreement.

Clerk of the Council

Tenant

.....(Signature) .....(Signature)