



TENANCY AGREEMENT FOR ALLOTMENT GARDENS

This agreement made on the **1 April 2015** between **Nutfield Parish Council** (hereinafter called the Council) and(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 plots (being part of the allotments provided by the Council) at Scout Hut Lane, South Nutfield, and numbered .. in the Council's Allotment Register.
2. The tenant shall pay a yearly rent of **£40.00** per plot on the first day of April in each year, or such reasonable sum as the Council shall from time to time determine. One gate key will be provided. The levy cost of a replacement key is £5.
3. The tenancy may be terminated by either party to this Agreement serving on the other a one month's written notice to quit.
4. The tenant shall reside within the Parish of Nutfield at the outset of the tenancy but if he/she moves away from the parish, he/she may continue to rent the plot for the remainder of the tenancy, or, by agreement with the Council, longer if desired.
5. The tenant shall during the tenancy carry out the following obligations:
 - a. The plot shall be kept in a clean and satisfactory condition and properly cultivated. The tenant shall be responsible for managing their waste on their own plot. If the plot is deemed to have been un-worked or is in a poor state of repair, the Council will notify the tenant in writing to rectify the situation. If after one calendar month the plot remains unchanged, and unless exceptional circumstances exist, i.e. long term illness etc, see section 7 below.
 - b. No nuisance or annoyance shall be caused by the tenant to any other tenant in any other part of the allotments.
 - c. No livestock, poultry nor birds (such as pigeons) shall be kept upon the allotments.
 - d. No dog shall be brought into or kept in the allotment area by the tenant nor by anyone acting with his/her authority or approval unless it is properly and securely tied up and fully under control
 - e. The tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of the allotment without prior consent of the Council.
 - f. The tenant shall not erect any building or other permanent structure on the allotment, nor fence in the plot, without first obtaining the written consent of either the Council or the Clerk. For safety & insurance reasons, no ponds or children's play equipment are allowed on the plots or the allotment area.
 - g. The tenant shall not cut, fell nor lop any tree growing on the allotment without first obtaining the written consent of the Council. No trees to be planted on the plot, other than fruit trees.
 - h. The tenant shall cultivate the allotment for, and shall use it only for the production of fruit, vegetables and flowers for domestic consumption by himself/ herself and his/her family.

- i. Tenants cars/vans will only be allowed to enter the allotments if the tenant has a valid reason, such as transporting heavy equipment. Tenants will require the permission of the Clerk to the Council if ever they wish to enter the allotments by car or van.
 - j. The tenant shall permit the inspection of the allotment at all reasonable times by any member of the Council or the Clerk.
 - k. The tenant shall not obstruct or permit the obstruction of any of the allotment paths, such paths having been set out for the general use of all tenants.
 - l. No nuisance or annoyance shall be caused to residents of South Nutfield village by bonfire smoke when the wind is blowing towards the village.
 - m. The tenant shall only take water for the plot from the water troughs provided. Water butts are allowed on the plot but NO SPRINKLERS or any other watering device to be connected to the water supply. Any natural rainwater saving device is encouraged for the environment. The water supply is turned off from 1st October to 31st March during wintertime.
6. The Council shall pay all rates, taxes, dues or other assessments which at any time may be levied or charged on the allotments.
 7. 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, following written notification of any such breach from the Council to the tenant, the Council may re-enter upon the allotment plot 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 and remaining unpaid. The gate key must be returned to the Clerk within one calendar month or the levy cost of a replacement key - £5 - will be charged.
 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, the tenant shall before claiming any compensation from the Council give 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 to the Council and any such notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post to the address at the head of this Agreement.

This Agreement to go to the tenant in duplicate, one copy to be signed by the tenant and returned to the Clerk to the Council, the other copy to be kept by the Tenant.

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 Signature of the Clerk to Nutfield Parish Council Signature of Tenant