

THIS AGREEMENT

Made on the

day of

20

between

Nutfield Parish Council
(hereinafter called 'the Council') of the one part

AND

<NAME>
of
<ADDRESS>
(hereinafter called 'the Tenant' of the other part

This tenancy is subject to the Allotments Act, 1908 to 1950, and to the regulations endorsed in this Agreement and also to the following conditions:

1. The Council shall let to the Tenant the Allotment Garden situated at Scout Hut Lane, South Nutfield and referenced as <PLOT NO> in the Council's Allotment Register.
2. The Council shall let the Allotment Garden to the Tenant for a term of one year commencing on the 1st day of April <YEAR> and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The Tenant shall pay a yearly rent of <AMOUNT> whether demanded or not which shall be payable in full on the 1st day of April <YEAR> and for every year after the first year of the tenancy on the 1st day of April.
4. The Tenant will be provided with one gate key at the start of the tenancy. A fee of £10 is applicable for the issuing of a replacement key.
5. The Tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by himself/herself and his/her family.
6. The Tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
7. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden, or any part thereof.
8. The Tenant shall reside within Nutfield Parish at the start of each annual tenancy period, or by agreement with the Council for longer if desired.
9. During the tenancy, the Tenant shall:
 - a. keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b. be responsible for managing waste produced as a result of the tenancy;
 - c. not cause a nuisance, for example smoke from bonfires, or annoyance to any other Allotment Garden tenant or the owners/occupiers of land adjoining the Allotment Gardens;

- d. no livestock, poultry nor birds (such as pigeons) shall be kept upon the Allotment Gardens unless, by exception, consent is given in writing by the Council and subject to criteria to be met by the Tenant at the determination of the Council;
 - e. keep any dog brought into the allotments on a lead and under control at all times;
 - f. only store and use gardening-specific chemicals in accordance with manufacturers' instructions;
 - g. not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate, planning permission;
 - h. not fence the Allotment Garden without first obtaining the Council's written consent;
 - i. trim and keep in decent order all hedges forming part of the Allotment Garden;
 - j. not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission, excepting for fruit trees;
 - k. not cut, fell nor lop any tree growing on the Allotment Garden without first obtaining the Council's written consent;
 - l. be responsible for ensuring that any person present in the Allotment Garden with or without the Tenant's permission does not suffer personal injury or damage to his property;
 - m. not bring motorized vehicles into the Allotment Garden without first obtaining the Council's written consent;
 - n. permit the inspection of the Allotment Garden at all reasonable times by a representative of the Council;
 - o. not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another Tenant;
 - p. only take water for the plot from the water troughs provided. No sprinklers or any other watering device to be connected to the fresh water supply;
 - q. The tenant shall clearly mark the number of their Allotment Garden.
10. The Tenant shall observe additional rules that the Council may make or revise for the regulation management of the Allotment Garden and other allotment gardens let by the council.
11. The Council shall pay all rates, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
12. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
13. The tenancy of the Allotment Garden shall terminate on the annual rent day next after the death of the Tenant.
14. The tenancy may be terminated by the Council by service of one month's written notice on the Tenant if:
- a. The rent is in arrears for not less than 40 days or;
 - b. Three months after the commencement of the tenancy the Tenant has not observed the rules referred to in clause 10;
15. If the Tenant shall have been in breach of any of the foregoing clauses or on account of the Tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon

terminate 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.

16. The termination of the tenancy by the Council in accordance with clause 14 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the Tenant's statutory rights to compensation.
17. The tenancy may be terminated by the Tenant by serving on the Council not less than two months' written notice to quit.
18. On the termination of the tenancy, the Tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to the Tenant. The gate key must be returned to the Clerk or Assistant Clerk; a £10 fee shall be payable on default.
19. Any written notice required by the tenancy shall be sufficiently served if sent by Royal Mail's 'Signed For' service to the Tenant at his/her last address notified in writing to the Council. Any notice to be served by the Tenant shall be addressed to the Clerk or Assistant Clerk.
20. This Agreement will be issued to the Tenant in duplicate, signed for by the Clerk or Assistant Clerk. One copy to be signed by the Tenant and returned to the Council at the advised address.

Signed by

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The Tenant

And

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Assistant / Parish Clerk
Nutfield Parish Council