

EATON BRAY PARISH COUNCIL

EATON BRAY ALLOTMENT TENANCY AGREEMENT

Last updated: 01/12/2008

REGULATIONS RELATING TO THE TENANCY OF EATON BRAY ALLOTMENTS

This AGREEMENT, made between EATON BRAY PARISH COUNCIL, (hereinafter called the Landlord), and
(otherwise called the Tenant), WHEREBY:

1. The Landlord agrees to let, and the Tenant agrees to take, a plot of Allotment land shown on the plan of the Allotment field situated at The Meads (hereinafter referred to as 'the Allotment garden'), on a yearly tenancy from 1st day of October at the yearly rate of (£5.00*) payable in advance. The first of such payments to be made on the 1st Monday of October and thereafter on the 1st Monday of October each year.
2. The tenant hereby agrees with the Landlord, as follows:
 - a) To pay the rent, hereby reserved at the times aforesaid;
 - b) To use the Allotment garden for the production of fruit, vegetables and flowers for domestic consumption by the Tenant and family;
 - c) To keep the Allotment garden in a clean, decent and good condition, and properly cultivated;
 - d) No livestock or poultry of any kind shall be kept upon the Allotment garden.
 - e) To maintain, or improve the condition of the soil. Chemicals approved for use under the Environmental Protection Act of 1990, and which have been allocated a MAFF number, may be used;
 - f) To maintain in decent order, all ditches, hedges and paths bordering the Allotment garden, to the satisfaction of the Landlord. The Tenant shall not obstruct, or permit the obstruction of the said paths;
 - g) The Tenant shall not, without first obtaining the written permission of the Landlord, lop or fell any tree growing on the Allotment garden. Whilst fruit bushes may be planted and grown, trees are not permitted;
 - h) No fruit bush, or rose tree shall be planted within three feet from the Allotment garden boundary;
 - i) The Tenant shall not permit the removal of any mineral, gravel or sand from the Allotment garden;
 - j) No refuse or decaying matter (except manure and compost, in such quantities as may be reasonably required for use in cultivation), are to be deposited on the Allotment garden, in the hedges, ditches or dykes of the Allotment field, or adjoining land;
 - k) No building or other structure (sheds or fences) shall be erected on the Allotment garden without the prior written consent of the Landlord;

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- l) One dog (maximum) may be taken by an allotment holder and kept tied in the vicinity of the leaseholder's allotment. The dog must not venture onto other allotments or be a nuisance to other allotment holders.
 - m) The Tenant shall not assign, sub-let or part with the possession of the Allotment garden or any part thereof:
 - n) The Tenant shall not permit any activity on the Allotment garden which might be, or become, a nuisance to the Landlord, other Allotment holders, or occupiers of neighbouring property. In particular, and without prejudice to the foregoing, to endeavour to prevent nuisance or annoyance which might arise from burning rubbish or manuring the Allotment garden;
 - o) The Tenant shall permit the inspection of the Allotment garden by the Landlord at all reasonable times.
 - p) The tenant shall mark the allotment number on a stake and maintain the stakes at each corner.
3. 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 Landlord may re-enter upon the Allotment garden and the tenancy thereupon come to an end, but without prejudice to any right of the Landlord to claim damages for any such breach or to recover any unpaid rent due before the time of re-entry.
4. The Tenant shall reside within the Parish of Eaton Bray or immediate surrounding area during the continuance of the tenancy, unless specifically permitted by the Landlord. The Tenant must notify the Landlord of any change of address within one month.
5. The Landlord shall pay all rates, taxes due or other assessments which may at any time be levied or charged upon the Allotment gardens.
6. a) This Agreement shall terminate on the first day of April or of October next, after the death of the Tenant, whichever of the dates is earlier.
- b) This Agreement is terminable in the respective manners following:-
- i. by either party hereto giving to the other at least twelve months notice at any time to expire between the Twenty-Ninth day of September and the Sixth day of April in any year, or
 - ii. by the Landlord giving three months notice to the Tenant to expire at any time in the event of the Allotment garden being required by the Landlord for any purpose (not being the use as an Allotment garden for agriculture) for which it has been appropriated under any statutory provision.
 - iii. if the rent hereby reserved or any part thereof shall be unpaid for forty days after become payable (whether formally demanded or not), or if any Agreement on the Tenant's part herein contained shall not be performed or observed. Whence the Landlord shall re-enter the Allotment garden.

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7. Any notice required by this Agreement to be given to the Landlord, 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 foot of the Agreement.

8. The Landlord reserves the right to terminate with immediate effect, the Agreement for what they consider inappropriate behaviour on the Allotment garden.

9. On termination of this tenancy, the Tenant shall be entitled to receive such compensation as provided for, by the Allotments Act 1908 to 1950. But if any Tenant shall have been paid or promised any compensation by an incoming Tenant of the Allotment garden, the Tenant shall before claiming any compensation from the Landlord give notice in writing, of the matters in respect of which any compensation has been paid or promised.

**variations in rentals will occur*