

ANSTON PARISH COUNCIL

Tenancy Agreement for Allotment Gardens

THIS AGREEMENT made on the day of, 20....., between :

Anston Parish Council (“the Council”) of : And (Name) (“the Tenant”) of :
15a, Ryton Road, (Address)
North Anston, (Tel)
Sheffield S25 4DL

by which it is agreed that:

1. The Council shall let to the Tenant the Allotment Garden, located at South/North Anston Allotments and numbered N/S..... In the Council’s Allotment Register (“the plot”), for a term of one year commencing on the 1st day of April 2016 and thereafter from year to year unless terminated in accordance with the terms of this Agreement.
2. The tenant shall be charged a yearly rent of £..... (based on the area of the plot (.....m2.) x the current rental rate of £..... per m2.) which shall be payable in advance and in full to cover the period 1 April to 31 March. An appropriate invoice will be issued on or after 1 April and payment will become due 30 days from the date thereof. Please note that your renewal fee for next year will be.....
3. In the event that a new Tenancy Agreement commences after the month of April, the first year’s rent shall be charged on a pro-rata basis.
4. Rental rates are subject to annual review and the Council shall provide ample notice of any changes before implementation.
5. The tenant shall use the plot for no purpose other than for the cultivation of fruit, vegetables, and flowers, intended for domestic use and consumption by him/herself and his/her family. Use of the plot for trade purposes is strictly forbidden.
6. The tenant shall reside in the civil Parish of Anston during the continuance of this tenancy. The tenant shall notify the Council immediately of any change of address and/or contact details.
7. The tenant shall not underlet, assign or part with possession of the plot, or any part of it, without the express consent of the Council.
8. The tenant shall permit entry into the plot, at all reasonable times, by any officer or duly authorised agent of the Council for the purpose of inspecting the condition of the plot. To assist in this, the tenant shall maintain the identifier, provided by the Council, in such a way that the number of the plot is clearly discernible during normal daylight hours.
9. Any case of dispute between the tenant and any other occupier of a plot on the allotment site shall be referred to the Council whose decision shall be final.
10. **The tenant, during his/her term of occupancy, shall :**
 - a) Maintain under cultivation an area of not less than two-thirds of the total plot; any uncultivated areas should still be maintained.

- b) Not, without valid reason , leave the plot unattended for a period of three months.
- c) Keep the plot clean, free from noxious weeds, properly cultivated and in good condition at all times.
- d) Be responsible for ensuring that any person present on the plot, with the tenant's permission, does not suffer personal injury or damage to his/her property.
- e) Not cause nuisance or annoyance to any other tenant at the allotment site, nor to any resident(s) neighbouring the site.
- f) Not keep poultry, birds, bees or livestock of any kind on the plot.
- g) Not bring, or cause to be brought on to the allotment site, any dog unless the dog is held on a lead (Tenants shall ensure the responsible removal and appropriate off-site disposal of dog faeces).
- h) Not erect any building, or structure that could reasonably be deemed a building, shed, glasshouse, poly-tunnel or similar without the prior written permission of the Council . Any such structure shall be of a non-permanent construction allowing removal at some future date. (In applying for the Council's permission, particulars of the size, materials proposed to be used, and intended location within the plot, should be detailed).
- i) Retain all water butts within the curtilage of the allotment site.
- j) Not use barbed wire within the allotment site.
- k) Not erect any fencing without the written consent of the Council.
- l) maintain in decent order any pathways.
- m) Not plant trees, other than small fruit trees, on the plot or on any part of the allotment site.
- n) Not cut or prune any timber, or other trees belonging to the Council without prior written consent from the Council.
- o) Not obstruct, nor allow to be obstructed, any pathways laid out for tenants at the allotment site.
- p) Not leave tools or any other equipment unattended on common pathways or any other part of the allotment site nor in any other way that may cause accident or injury.
- q) Ensure that tools and other personal equipment are kept safely and securely when not in use. The Council accepts no responsibility for the loss or damage to these items, however caused, nor for any injury caused by such items.
- r) Not park a vehicle anywhere on the allotment site other than in than in the area specifically provided by the Council (if any).
- s) Be allowed to dispose of, by bonfire, any waste materials that have been generated on the plot, subject to the following guidelines :
 - I. Avoid burning in unsuitable weather conditions, especially on damp still days and evenings.
 - II. Avoid burning if the wind direction is likely to carry smoke into neighbouring property.
 - III. Only burn organic matter such as wood, prunings, and dry vegetable matter.
 - IV. Do not leave a fire unattended; extinguish the fire before leaving the plot and ensure that the fire does not continue to smoulder.
 - V. Avoid burning at weekends and on Bank Holidays.

11. Termination of tenancy:

This tenancy shall cease under the following conditions:

- a) In the event of the death of the tenant, the plot will not be re-allocated to any person within two months of the death. During this time, any of the deceased's next-of-kin, resident in the civil Parish of Anston, may make application to continue the tenancy and, given due approval by the Council, be permitted to enter into a new Tenancy Agreement irrespective of any waiting-list.

If the option to continue the tenancy is declined, it will be the responsibility of the next-of-kin to arrange removal of the deceased's property within the agreed two-month period and to ensure that the plot is in good condition to be handed back.

- b) 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 6 April or on or after 29 September in any year.
- c) The tenancy may be terminated by the tenant by serving on the Council two months' written notice.
- d) The tenancy may be terminated by the Council serving on the tenant three months' written notice to quit on account of the plot being required:
 - for any purpose (other than for agriculture) for which it has been acquired under any statutory provision.. or
 - for building, mining, or any other industrial purposes or for roads or sewers necessary in connection with any of these purposes.
- e) The tenancy may be terminated by the Council serving on the tenant one month's written notice if:
 - the rent, or any portion thereof, is in arrears for more than 40 days... or
 - the Council considers that there has been a breach of the conditions of this Agreement by the tenant. (If such breach relates to the cultivation of the plot, at least three months must have passed since commencement of the tenancy).

If the tenant is in breach of this Agreement for three months or longer, the Council may re-enter the plot thereby terminating the tenancy without prejudice to any right of the Council to claim damages for any such breach or to recover any rent outstanding.

On termination of the tenancy, the tenant shall be entitled to such compensation as may be provided by the Allotment Acts of 1908 & 1950. However, if the tenant shall have been paid, or promised, any compensation by the incoming tenant, he/she shall, before claiming from the Council, provide written details of the matters in respect of which such compensation has been paid or promised.

12. Notices:

Any notice required to be given by the Council to the tenant may be served on the tenant either personally, or by leaving at the tenant's last known address, or by registered mail, or by a recorded mail delivery service.

Any notice to be given by the tenant to the Council shall be accepted if signed by the tenant and delivered either by hand or by pre-paid post to **The Clerk, Anston Parish Council, 15a Ryton Road, North Anston, Sheffield S254DL.**

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AS WITNESS this Agreement has been signed on behalf of the Council and has been signed by the tenant.....

Signed Name Date
(on behalf of Anston Parish Council)

Signed Name Date
(Tenant)