



# SPILSBY TOWN COUNCIL

## TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

This agreement made on \_\_\_\_\_ between:

Spilsby Town Council of The Franklin Hall, Halton Road, Spilsby PE23 5LA ('The Council')

and

(‘the tenant’) by whom it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Spilsby Allotments, Hundleby Road, Spilsby, PE23 5LP and referenced as 1 in the Council’s Allotment Register. ‘The Allotment Garden’ is outlined in red for identification purposes only on the plan attached.
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on 1<sup>st</sup> October, and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent, payable in full on the first day of October and for every year after the first year of the tenancy on the first day of October.
4. A bond of £100.00 is to be charged at the signing of the new contract, to cover the cost of rotavating should the allotment be left unfit at the end of the tenancy.
5. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers for use and consumption by the tenant and their family.
6. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.
7. The tenant shall reside within Spilsby or a 5 miles radius during the tenancy.
8. During the tenancy, the tenant shall:
  - a. keep the Allotment Garden clean and in a good state of fertility and cultivation;

- b. not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
  - c. not keep livestock, poultry or other animals in the Allotment Garden;
  - d. not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
  - e. 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. Buildings or structures must be of reasonable proportions. Use of concrete is not allowed on the allotment garden.
  - f. not fence the Allotment Garden without first obtaining the Council's written consent;
  - g. maintain and keep in repair the fences and gates forming part of the Allotment Garden;
  - h. not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and, if appropriate, planning permission;
  - i. 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 their property;
  - j. permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
  - k. 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;
  - l. upkeep the paths and boundaries between plots. The minimum width for headways (pathways between plots) is 24 inches (60 cm). Plot numbers must be displayed on the marker posts supplied and staked firmly in the left-hand corner of the plot.
9. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
10. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
11. 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.
12. 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 40 days; or
  - b. three months after the commencement of the tenancy, the tenant has not observed the rules referred to in this agreement and Spilsby Town Council's allotment policy; or

- c. the tenant lives more than 5 miles from Spilsby.
13. 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.
  14. The termination of the tenancy by the Council in accordance with clause 13 or after re-entry by the Council in pursuance of its statutory rights shall not prejudice the tenant's statutory rights to compensation.
  15. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
  16. 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 tenant. A period of 28 days will be granted by the Council for such removal. In the event of non-removal after that time, the Council retain the right to dispose of any such items remaining and recover any cost incurred in such removal from the vacating allotment holder.
  17. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the party's address. Any notice to be served by the tenant shall be addressed to the Town Clerk.
  18. A maximum of three months be given to allotment holders to make good their allotment. Failure to do this will result in the termination of the contract unless there are extenuating circumstances acceptable to the Council.
  19. Should any dispute arise between allotment holders or outgoing and incoming tenants, they shall be referred to the Council, whose decision shall be final.
  20. The tenant shall give notice in writing to the Town Clerk of any change of address within 28 days of such a change.
  21. All tenants are responsible for their own safety and for the safe keeping of their own personal possessions. Tenants bringing family or friends onto the allotment garden are responsible for their safety and must ensure that they observe the rules contained in the Allotment Terms and Conditions. Parents/guardians must ensure that children remain on the tenant's plot for the duration of the stay and be accompanied by an adult at all times.
  22. Permission to share a plot with other people must firstly be discussed with the Town Council. The principal tenant will sign two copies of the Tenancy Agreement agreeing responsibility for

all parties. Each member of the group will also be required to provide their details and sign to agree to work the plot according to the Tenancy Terms and Conditions. Should the principal tenant move away or wish to appoint another of the group to take over, they should contact the office immediately. Should any one person in the group break the Tenancy Terms, the whole group will be held responsible and termination rules will apply. The group will be responsible for clearance of the plot.

23. **Any contravention of the rules will result in immediate eviction.**

24. I agree to abide by the Allotment Policy of Spilsby Town Council

I agree that my personal details may be kept by Spilsby Town Council as a record of my tenancy. I understand that these records will not be shared with anyone else (DPA 1998).

Signed by

.....

The tenant

and

..... *[Signature of the Council's Proper Officer]*

For and on behalf of the Council

Date .....

In accordance with the Allotment Acts 1908 - 1950.