

# The Agreement

1. The council agrees to let and the Tenant agrees to take (subject as hereinafter provided) the allotment garden (hereinafter called "the allotment garden") described in the online shop (subject to any exceptions reservations and provisions contained in any deed or document under which the council hold or derive title to the land) for the term and at the rent specified in the online shop.
2. The Tenant hereby agrees with the council to comply with the council's terms and conditions for allotment holders listed.
3. The tenancy may be terminated by the Tenant by not less than twelve months' previous notice in writing given to the council to expire on 25 March, 30 June, 29 September or 31 December in any year.
4. If the allotment garden is not owned by the council then this tenancy shall determine on the day on which the tenancy (or the right of occupation) of the council determines.
5. This tenancy may also be determined in any of the following ways:–
  - 1) By the council giving to the Tenant not less than twelve months' previous written notice expiring on or before the 6th day of April or on or after the 29th day of September in any year.
  - 2) By re-entry by the council at any time after giving not less than one month's previous written notice to the tenant
    - a) if the rent or any part thereof is in arrear for not less than forty days whether legally demanded or not or
    - b) if there shall be any breach of any term or condition of the tenancy or if the tenant shall become bankrupt or compound with his creditors.
  - 3) By re-entry by the council after giving the Tenant at any time three months' previous written notice.
    - a) on account of the allotment garden being required for building mining or any other industrial purpose or for roads or sewers in connection with any of those purposes.
    - b) on account of the allotment garden being required by the council for any purpose (not being the use of the allotment garden for agriculture) for which it was acquired by the council or has been appropriated under any statutory provision.
    - c) (in the case of the allotment garden having been acquired by the council under the Housing Acts 1890 to 1921 prior to the passing of the Allotment Act 1922) on account of the allotment garden being required by the council for the purposes of the Housing Acts and (in the case of the allotment garden having been acquired by the council otherwise than under the Housing Acts 1890 to 1921 prior to the passing of the Allotments Act 1922) on account of the allotment garden being required by the council for a purpose (not being the use of the allotment garden for agriculture) for which it was acquired by the council or has been appropriated under any statutory provision.
  - 4) Any notice given by the council under or in respect of this tenancy shall (in addition to any other means of service authorised by law) be sufficiently served upon the Tenant either by handing it to the Tenant personally or by leaving it at (or sending it by post addressed to the Tenant at) the last known address of the Tenant or by fixing it in some conspicuous manner on the allotment garden or the hut.

# The Schedule

**The Rent:** The tenant shall pay a yearly plot rent as stated in the online shop in respect of the land (payable yearly on 29<sup>th</sup> September) and proportionately for any part of a year over which the tenancy may extend PROVIDED THAT the council may alter the amount of yearly rent by giving notice 12 months notice to the tenant

## Terms and conditions for allotment holders

1. To pay the rent hereby reserved without deduction in manner hereinbefore mentioned.
2. To use the allotment garden as an allotment garden only and in particular not to use the allotment garden for any trade or business whatsoever.
3. To keep the allotment garden clean, free from weeds and well manured and otherwise maintain it in a good and proper state of cultivation and good condition.
4. Not to cause or permit or suffer to be caused or to arise any nuisance or annoyance to the occupier of any adjoining or neighbouring property or any obstruction of or encroachment on any path or haulingway intended for the use of the occupiers of any adjoining or neighbouring property or use barbed wire for a fence adjoining any such path or haulingway.
5. Not to assign underlet or part with the possession of the allotment garden, the hut or any part of the allotment garden.
6. Not without the previous written consent of the council as landlords (whether or not consent of the council in any other capacity has been given or is required) to erect or place on the allotment garden any building structure or erection of any kind whatsoever (other than the hut) and in particular not to use, place or bury any corrugated or sheet iron (or similar object) for any purpose on or near any boundary of the allotment garden provided that where such written consent is granted any building or hut shall be maintained in a good and sufficient state of repair and condition to the complete satisfaction of the council failing which the council may require the Tenant to remove such building or hut from the allotment garden.
7. To leave a clear unobstructed and of at least (450mm) 18 inch division path on each side of the allotment garden and to maintain the path in a safe condition, keeping any grass mown on a regular basis.
8. To permit any officer or member of the council or any other person authorised by any such officer or member otherwise entitled to enter and inspect the allotment garden and the hut at any time.
9. Not without the previous written consent of the council as landlords to plant or permit or suffer to grow any trees (other than any trees which the council may require to be preserved).
10. Not to deposit or permit to suffer to be deposited on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation on the allotment garden) or place any refuse or matter elsewhere on any adjoining or neighbouring property.
11. Forthwith to provide and fix and thereafter to maintain in good condition in a conspicuous position in the front of the allotment garden a small board bearing clearly the number of the allotment garden.
12. Forthwith to inform the council of any changes in his or her address.
13. To observe and perform any covenants, conditions and provisions contained in any deed or document under which the council hold or derive title to the allotment garden.
14. To yield up the allotment garden and the hut if provided by the council on the termination of these tenancies respectively in such condition as shall be in compliance with the agreements herein contained.
15. To observe and perform any regulation which may be endorsed on this agreement or annexed hereto.

- 16.** Not to use hoses and sprinklers for watering crops on allotments.
- 17.** Not to use or bring on site any carpets or tyres.
- 18.** Not to have smokey bonfires that cause a nuisance.
- 19.** Not to trespass on other people's allotment gardens unless previously given permission.
- 20.** If your site has gates you **MUST** always ensure you **LOCK** them behind you.
- 21.** Not to stay overnight on your allotment garden.
- 22.** Not to use any form of violence or harrassment on-site be it physical or verbal.
- 23.** Not to bring firearms onto allotment gardens.
- 24.** Not to keep cockerels, pigs, sheep or horses on allotment gardens – hens, bees and rabbits may be kept if permission is granted by the Allotments Office.
- 25.** No fires are to be lit on allotment sites between 1st April and 31st October. If a hut is provided the following conditions apply:–
- 26.** Not to remove or alter the position of the hut on the allotment garden.
- 27.** Not to make any alteration or addition to the hut.
- 28.** To use his or her best endeavours to keep the hut in good condition and to be responsible for any damage thereto occasioned directly or indirectly as a result of neglect or carelessness on the part of the tenant.
- 29.** Not to use the hut otherwise than for purposes in connection with the cultivation of the allotment garden.
- 30.** Dogs must be held or tethered on a lead at all times and must not be allowed to stray onto other plots. Any fouling must be picked up and disposed of off site.