

## MAWSLEY PARISH COUNCIL

### DRAFT TENANCY AGREEMENT FOR ALLOTMENT GARDENS

THIS AGREEMENT made the **XX day of XXXXX 2018** between the Parish Council of Mawsley (hereinafter called "The Council") and

of

] (hereinafter called "the Tenant") by which it is agreed that:

1. The Council shall let to the tenant for them to hold as Tenant from year to year the Allotment Garden of an approximate area of **xxxxx** square metres per plot, being part of the Allotments provided by Mawsley Parish Council and numbered [ ] in the Council's Allotment Register.
2. The Tenant shall pay a yearly rent £ **XXX** for the plot on the 1st day of September in each year and the first such payment shall be due on 1<sup>st</sup> September **XXXX**. The rent shall be reviewed by the Council in July of each year and any increase proposed by the Council shall be notified to the Tenant and shall become payable with effect from 1st September of that year.
3. The Tenancy may be terminated by either party to this Agreement serving on the other a written notice to quit expiring on or between the twenty ninth day of September and the sixth day of April in any year.
4. The Tenant shall reside within Mawsley Village during the continuance of the Tenancy.
5. The Tenant shall during the Tenancy carry out the following obligations:
  - (a) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated. Allotments shall only to be accessed from dawn to dusk. Access gates must be kept locked to prevent entry by unauthorised persons or animals.
  - (b) No nuisance or annoyance shall be caused by the Tenant to any other Tenant of any other part of the Allotments provided by the Council. Particular care should also be taken when using strimmer's, rotavators and other mechanically powered equipment. Be respectful of the time of day for local residents when using such machinery.
  - (c) No livestock or poultry of any kind shall be kept upon the Allotment Gardens.
  - (d) No dog shall be brought into or kept in the area of the allotments by the Tenant or anyone acting with his approval or authority.
  - (e) The Tenant shall not assign the Tenancy nor sub-let or part with possession of any part of the Allotment Gardens.
  - (f) The Tenant shall not erect any building/shed/hut/glasshouse or other permanent structure on the Allotment Garden nor fence the garden. A secure, lockable heavy

duty polypropylene storage chest (no greater than 1 metre high) maybe considered following written consent of the Council.

- (g) The Tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden and shall trim and keep in decent order all hedges forming any boundary of the Allotment garden.
- (h) The Tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing within the Allotment Gardens.
- (i) The Tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by themselves and their family.
- (j) The Tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of Tenants of the Allotment Gardens.
- (k) Wherever practicable, the Tenant shall use water butts for water requirements.
- (l) The Tenant shall, at all times use the mains water supply reasonably ensuring that water is not wasted. The use of hosepipes connected in any way to any part of the allotment mains water supply is strictly prohibited and could result in termination of your tenancy.
- (m) The Tenant shall be responsible for any required insurance in respect of his activities on the allotment site including use of vehicles.
- (n) Bonfires are banned between the dates of 31<sup>st</sup> March and 30<sup>th</sup> September each year. You must compost as much material as you possible can. Any material that cannot be composted should only be burnt outside of the restricted dates or taken to your local recycling centre. (Note: The Tenant is reminded that bonfires may constitute a statutory nuisance). During the permitted times, you must take into account weather conditions before lighting to avoid causing a nuisance to neighbours of the site. Fires must be kept small, contained and must not be left unattended. Only material from your plot is to be burnt, do not bring any material from outside for disposal on the allotment. The material to be burnt must be dry before lighting, to ensure the fire burns quickly with as little smoke as possible. Any violation of these restrictions will result in the termination of your tenancy.

6. The Council shall

- (a) Pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment gardens.
- (b) Unless prevented from doing so by matters outside of the Council's control, provide a supply of mains water as follows:
  - from 1 May to 31 October 24 hours per day
  - from 1 March to 30 April during daylight hours
  - at other times upon reasonable request made via the Allotments Association
- (c) Carry a Public Liability Insurance that covers the allotments site.

7. If the Tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer, the Council may re-enter the Allotment Garden and the Tenancy shall thereupon come to an end without prejudice to any right of the Council to claim damages for any breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
8. On the termination of this Tenancy the Tenant shall be entitled to receive such compensation as is provided by the Allotments Acts 1908 to 1950 but if the Tenant shall have been paid or promised any compensation or any incoming Tenant of the Allotment Garden the Tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any compensation has been paid or promised.
9. Any notice required by this Agreement to be given to the Council 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 head of this Agreement.

Signed ..... Clerk of the Council  
Date .....

Signed ..... Tenant  
Date .....