



# STOKE SUB HAMDON PARISH COUNCIL

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## **Tenancy Agreement** **for Allotment Gardens at North Street**

In these conditions "the council" shall mean the Parish Council of Stoke sub Hamdon and the Allotment Garden shall mean the plot let to the

Tenant:

Of:

(Hereinafter called "the tenant") of the other part by which it is agreed that:

The Council agrees to let and the tenant agrees to hire as a yearly tenant from the 1st day of January 2020 the Allotment garden in the area of land known as **North Street** and numbered [ ] in the Register of Allotments provided by the Council and comprising [ ] Perches or thereabouts.

Tenants are required to pay a one-off deposit of £25 which is refundable on termination of the tenancy providing the Allotment Garden(s) is left cleared and in a workable condition.

The tenant shall pay the yearly rent of £[ ] immediately and shall pay in advance each annual rental by 31<sup>st</sup> January of each calendar year. Part years shall be paid based on the number of calendar months the Allotment is to be occupied.

The Tenancy is subject to the Allotment Acts 1908 to 1980 and also to the following conditions:-

1. The rent shall be paid in advance each year by cash or cheque during the month of January.
2. The tenant shall not sub-let or assign the Allotment or any part thereof without the prior written agreement of the Parish Council.
3. The tenant shall keep the Allotment Garden in a clean, decent and good condition, properly cultivated and specifically free from weeds, rubbish and litter. Free also from moles, rats and other pests and vermin and pay compensation at the termination of the tenancy for deterioration of the land, if any.
4. An allotment is defined by the Allotment Act 1922 (2) 1 as "an allotment not exceeding forty poles in extent which is wholly or mainly cultivated by the occupier for the production of vegetables or fruit crops for the consumption by himself or his family". Tenants should note that grass is not defined as "cultivation" and grass should be restricted to pathways across or around individual allotments.
5. The tenant shall not cut, lop, top or fell any existing tree growing on the Allotment Garden without first obtaining the written consent of the Council.
6. Notwithstanding the contents of the previous clause, the tenant shall not plant any trees on the Allotment Garden except that he/she shall be entitled to grow soft fruit trees (redcurrant, blackcurrant and gooseberry) up to a height of 5 feet, but not to be grown over adjoining plots.
7. The tenant shall not park or allowed to be parked or kept any motor car, caravan, boat or other vehicle (whether derelict or not) on the Allotment Garden, except that nothing herein contained shall prevent the tenant from parking their own private motor vehicle

upon some part of their Allotment Garden whilst working their Allotment, access permitting

8. The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotment Garden set out for the use of the tenants.
9. No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens (not cockerels).
10. The tenant shall not erect any building or permanent structure on the Allotment Garden nor fence the Garden without first obtaining the written consent of the Council. This clause shall not prevent the tenant from erecting netted cages to protect soft fruit bushes or the use of hen houses subject in both cases to a height restriction of 5 feet.
11. The tenant shall not use or permit to be used within the Allotment Garden any barbed wire or other wire fence along any existing pathway or roadway set out for use by tenants, nor did to enclose or permit to be enclosed, the Allotment Garden with barbed wire aforesaid or any type of fence hedge or wall.
12. Tenants whose plots are adjacent to Tunwell Lane are responsible for maintaining the Elder hedge to a manageable standard.
13. No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the allotments provided by the Council.
14. Any member or officer of the Council shall be entitled at any time, when directed by the Council, to enter and inspect the allotment.
15. The Tenancy of the Allotments Garden shall terminate on the rent day next after the death of a tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates, It may also be terminated by the council by re-entry after notice of one month:

- a. If the tenant is in arrears for not less than 40 days; or
- b. If the tenant is not duly observing the conditions of his tenancy.

16. The Council or the tenant may also terminate by twelve months' notice in writing expiring on or before the 31<sup>st</sup> January
17. 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 Parish Council and notice to be given to the tenant shall be treated as sufficiently served if left or delivered by recorded delivery at the address given by the tenant at the head of this agreement.

Signed: .....  
*Clerk to Stoke sub Hamdon Parish Council*

Dated: .....

Signed: .....  
*Tenant*

Dated: .....