

Harby Parish Council

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Clerk: Caron Ballantyne

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

This agreement made on date between Harby Parish Council (hereinafter called the Council) and name of tenant, address of tenant (hereinafter called the tenant) by which it is agreed that:

1. The Council shall let to the tenant for him/her to hold as tenant from year to year the Allotment Garden of the approximate area of m² , being part of the Allotments provided by the Council, and numbered in the Council's Allotment Register.
2. The tenant shall pay a yearly rent of £ at the Annual Parish Meeting.
3. The tenancy may be terminated by either party to this agreement serving on the other, 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.
4. The tenant shall reside within the Parish of Harby during the continuance of the tenancy.
5. The tenant shall carry out the following obligations:
 - a. The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated.
 - b. No nuisance or annoyance shall be caused by the tenant to any other tenant.
 - c. No livestock or poultry shall be kept on the Allotment Gardens other than reasonable numbers of hens or rabbits for the tenants own domestic consumption.
 - d. No dog shall be brought into, or kept in the area of, the Allotments by the tenant or by anyone acting with his authority or approval.
 - e. The tenant shall not assign the tenancy, or sub-let, or part with the possession of, any part of the Allotment Garden.
 - f. The tenant shall not erect any building or other permanent structure on the Allotment Garden, or fence the Garden, without first obtaining the written consent of the Council. In this instance the meaning of permanent is any building or structure which is intended to be on the site for longer than a tenancy rental year.
 - g. The tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden and shall keep trim and in decent order all hedges forming any boundary of the Allotment Garden.
 - h. Any hedges forming any boundary of the Allotment Garden should be maintained in decent order and kept at a manageable height (between 1m and 2m high) without the needs for a step ladder/platform. They are not to be cut down below this or removed without first obtaining written consent of the Council.
 - i. The tenant shall not without first obtaining written consent of the Council, cut, lop or fell any tree growing on the Allotment Garden.
 - j. The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetable and flowers for domestic consumption for himself and his family. Surplus produce may be sold, as long as it is ancillary to the main purpose.

- k. The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
 - l. The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens.
6. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
7. If the tenant shall have been in breach of any of the foregoing provisions of the Agreement for a period of one month or longer, the Council may re-enter upon the Allotment Garden and the Tenancy shall thereupon come to an end, but without prejudice to any right of the Council to claim damages for any such breach, or 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 for by the Allotments Act 1908 to 1950. But if the tenant has been paid or promised any compensation by any incoming tenant, the tenant shall notify the Council in writing, that compensation has been paid or promised by the incoming tenant.
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 given to the tenant shall be treated as sufficiently served if left at, or delivered by recorded delivery post, to the address at the head of this Agreement.

Clerk of Harby Parish Council

Name: Parish Clerk

Signed: _____

Tenant

Name: _____

Signed: _____

Notes: (which do not form part of the agreement)

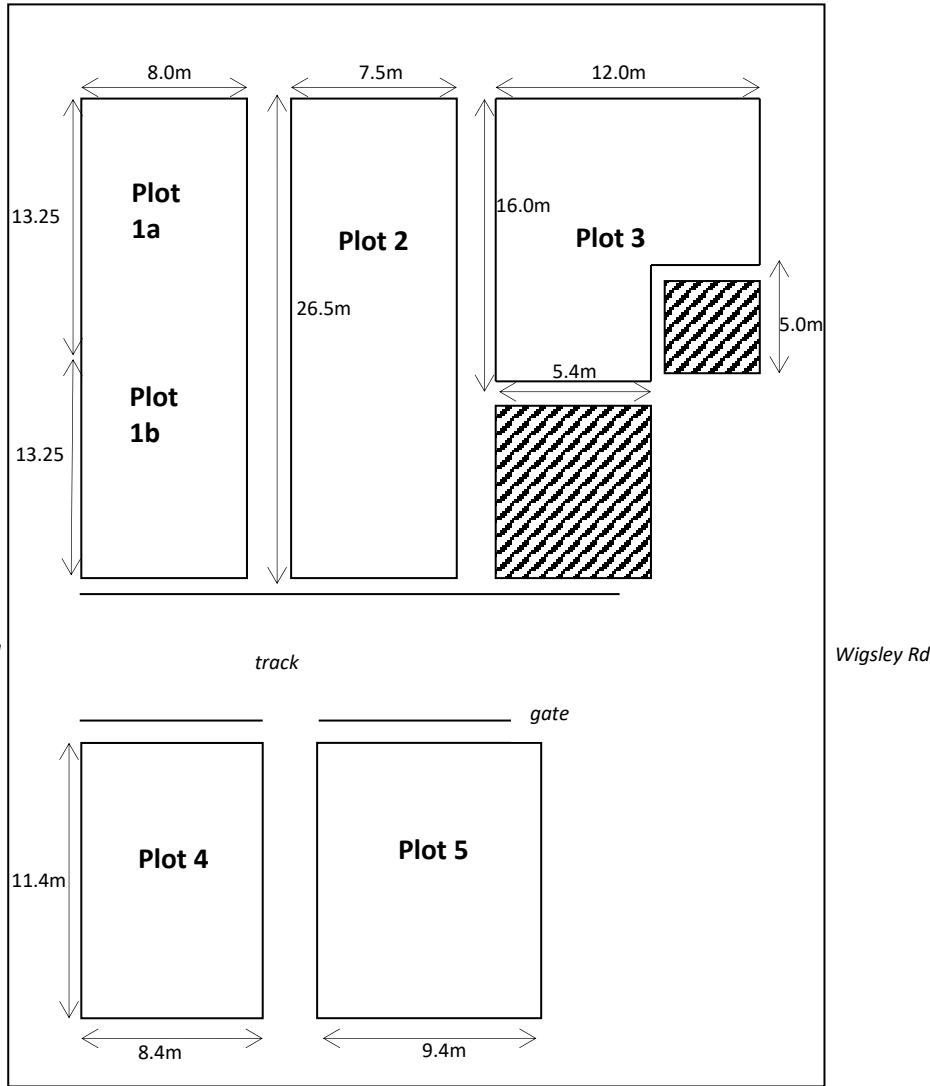
The compensation rules are:

- a. A tenant may remove any fruit trees or bushes or other improvements planted, or made for him, or for which he paid a previous tenant; or receive compensation for his fruit trees, bushes, strawberries, asparagus or rhubarb.
- b. If the tenancy is terminated by the Council's notice to quit, or by the ending of the Council's tenancy where it has a landlord, the tenant may claim compensation for the crops growing on the land in the ordinary course of the cultivation, or for the manure applied to it.
- c. If the tenancy is terminated by the ending of the Council's right of occupation, the tenant is entitled to the equivalent of one year's rent from the Council as compensation.
- d. The Council is entitled to compensation from the tenant for any deterioration in the land arising from the tenant's failure to keep it clean and in a good state of fertility.

This agreement is based on the National Association of Local Council's Model Tenancy Agreement for Allotment Gardens.

Harby Parish Council ALLOTMENT REGISTER

NSDC Sub-let Allotments: Off Wigsley Road, alongside Millfield Close



Allotment measured April 2011.
Plans updated April 2015.

Allotments: Off Wigsley Road, alongside Jowett's Wood

