

Sutton-on-Trent Parish Council
Tenancy Agreement for an Allotment

THIS AGREEMENT is made on the 1st day of June 20____ between Sutton-on-Trent Parish Council ('the Council') and _____ ('the tenant') of _____

_____ by which it is agreed that:

- 1 The Council shall let to the tenant the Allotment at Sutton-on-Trent Allotments and referenced as Number _____ ('the Allotment') in the Council's Allotment Register.
- 2 The Council shall let the Allotment to the tenant for a term of one year commencing on the 1st day of June 20____ and thereafter from year to year unless determined in accordance with the term of this tenancy.
- 3 The tenant shall pay a yearly rental of £_____ whether demanded or not which shall be payable on the 1st day of June 20____ and for every year after on the 1st day of June.
- 4 The tenant shall use the Allotment only for the cultivation of fruit, vegetables and flowers for use and consumption by him/her and his/her family.
- 5 During the tenancy the tenant
 - a) shall keep the Allotment clean and in a good state of fertility and cultivation;
 - b) may erect a building or structure which is reasonably necessary for the storage of tools etc for personal use;
 - c) shall be responsible for ensuring that any person present on the Allotment with or without the tenant's permission does not suffer personal injury (refer to the Risk assessment overleaf);
 - d) shall permit an inspection of the Allotment by the Council at all reasonable times.
- 6 During the tenancy the tenant shall not
 - a) cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotments;
 - b) keep livestock or poultry on the Allotment;
 - c) assign the tenancy or sub-let or part possession of any part of the Allotment;
 - d) obstruct or permit the obstruction of any paths or roads which provide a means of access to and from the Allotment or the Allotment of another tenant;
 - e) light a bonfire on the Allotment.
- 7 The tenancy may be terminated by the Council serving on the tenant no less than twelve months' written notice to quit expiring on or before the 6th day of April or on or later the 29th day of September in any year.
- 8 The tenancy may be terminated by the Council by service of one months' notice on the tenant in the event that, after three months from the commencement of the tenancy the tenant has not observed the content of clauses 5 and 6 above
- 9 If the tenant shall have been in breach of any of the forgoing clauses or become bankrupt, the Council may terminate the tenancy without prejudice to any rights the Council may have
- 10 The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
- 11 On termination of the tenancy, the tenant shall remove any shed; greenhouse or other building erected on the Allotment unless the Council agrees otherwise in writing.

Signed by: _____
The Tenant

Date: _____

Tenant Contact Details:

Telephone Nbr: _____ Email: _____

Signed by: _____
For and on behalf of Sutton-on-Tent Parish Council

Date: _____

Name and Position: