

## **TENANCY AGREEMENT FOR MALBOROUGH ALLOTMENTS**

Please sign and return  
one copy, thank you

**THIS AGREEMENT** made the **ADD DATE**, between Malborough Parish Council and **ADD NAME & ADDRESS** 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 a **full/half** plot of the Allotment Garden being part of the Allotments provided by the Council at Malborough and numbered **ADD NUMBER** in the Council's Allotment Register.
2. The tenant shall pay a yearly rent of **£30.00 on the 1<sup>st</sup> day of April each year**
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 6<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September** in any given year. In exceptional circumstances the Council will negotiate with the tenant the early entry of a new tenant.
4. The tenant shall reside within the Parish of Malborough during the continuance of the tenancy. If there are un-let plots consideration will be given to those in neighbouring parishes.
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.
  - b) No nuisance or annoyance shall be caused by the tenant to any other tenant of the Allotments.
  - c) No livestock or poultry shall be kept on the Allotment. 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.
  - d) The tenant shall not assign the tenancy nor sublet or part with the possession of any part of the Allotment.
  - e) The tenant shall not erect any building or other permanent structure except small cold frames with a maximum height of 4 feet.
  - f) The tenant shall not fence the Allotment.
  - g) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments, and must ensure that the current width of the paths is maintained to allow for the use of wheelbarrows.
  - h) The tenant shall cultivate the Allotment for the production of fruit, vegetables and flowers for domestic consumption by himself and his family.
  - i) The tenant shall permit the inspection, at all reasonable times, of the Allotment by any officer of the Council.
  - j) The cost of water for the Allotments will be divided equally between the tenants and the amount added to the rent at the start of the following year.
6. The Council shall pay all other rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment.

# MALBOROUGH PARISH COUNCIL

c/o Malborough Post Office, Malborough, Devon. TQ7 3RP

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7. If the tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of three months or longer the Council may re-enter upon the Allotment and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claims damages for any such 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 for by the Allotments Act 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment the tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
  
9. Any notice required by this Agreement to be given to the Council shall be sent to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if delivered at the address at the head of this Agreement.



Signed:  
(Miss Rebecca Webster)  
Clerk of Malborough Parish Council

Signed: .....Tenant

Date: .....