

Lower Halstow Parish Council

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

THIS AGREEMENT made on the _____ between the Parish Council of Lower Halstow and _____ (hereinafter called the tenant) by which it is agreed that:

- 1) The Parish Council shall let to the tenant for him/her to hold as tenant from year to year the Allotment Garden provided by the Parish Council numbered 9 in the Parish Council's Allotment Register at the Site adjacent to the Memorial Hall, School Lane.
- 2) The tenant shall pay a yearly rent of £_____ before the 1st day of October in each year.
- 3) The tenancy may be terminated by either party to this agreement serving on the other not less than twelve month's written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
- 4) The tenant shall reside within the village of Lower Halstow 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.
 - b) No nuisance or annoyance shall be caused by the tenant to any other part of the Allotments provided by the Parish Council.
 - c) No livestock of any kind shall be kept upon the Allotment Garden.
 - 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 nor 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. Nor fence the Garden without first obtaining the written consent of the Parish Council hereafter the 1st April. The tenant prior to vacating the Allotment plot should remove permanent structures.
 - g) The tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden and shall keep 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 Parish Council cut, lop or fell any tree growing on the Allotment Garden.
 - i) The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetable and flowers for domestic consumption by himself and his family.
 - j) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Parish Council.
 - k) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotment set out for the use of the tenants of the Allotment Gardens.

- 6) The Parish 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 this agreement for a period of one month or longer the Parish 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 Parish Council to claim 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 Garden the tenant shall before claiming any compensation from the Parish 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 Parish 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 post at the address at the bottom of this Agreement.

Clerk of Lower Halstow Parish Council: Mrs Ann Smith, 11 Cumberland Drive, Lower Halstow, Sittingbourne, Kent ME9 7JA. Telephone Number: 01795 842908

Tenant Name:

(Sign)

Address:

Email: _____

Contact Number: _____

Signed by the Parish Clerk:.....

Date