



## Tenancy Agreement between the owners and individual tenants of Allotment Gardens.

AN AGREEMENT made this **XX day of XXX Two Thousand and Nineteen** BETWEEN Disley Parish Council (hereinafter called "the Council") of the one part and XXXXXXXXXXXXXXXXXXXX of XXXXXXXXXXXXXXXXXXXX (hereinafter called "the Tenant") of the other part, WHEREBY the Council agree to let and the Tenant agrees to take on a yearly tenancy from the **XX day of XXX Two Thousand and Nineteen** the Allotment Garden number XX on the XXXXXXXX allotment site provided by the Council and containing XXX sq. metres or thereabouts at the yearly rental of **£0.15 per sq. metre** payable yearly in advance, and at a proportionate rent for any part of a year over which the tenancy may extend.

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed on this Agreement and also to the following conditions:

1. The Tenant shall pay a yearly rent of £XXX by the 1<sup>st</sup> Day of January in each year and the first such payment shall be due on the first day of **January** after the commencement of the tenancy.
2. The Tenant shall pay at the date of the tenancy agreement a deposit equivalent to two years rental, to be refunded when the tenancy is terminated, but only if the plot is, in the opinion of the Council, in a reasonable state of cultivation and condition. (NOTE – NEW TENANTS from January 2017 ONLY)
3. The rent payable may be reviewed with effect from any date on which the same is payable or on the anniversary of this Agreement by service by the Council on the Tenant of notice in writing thereof at least one month before such date of review.
4. The Tenant agrees to become a member, and remain so, by payment of the current annual subscription, of the Disley and Newtown Allotments Association, for the duration of the tenancy. Membership of the Association shall include affiliated membership of the National Allotment Society (National Society of Allotment and Leisure Gardeners Ltd) and participation in their group insurance scheme.
5. The Tenant shall reside within the Parish of DISLEY and NEWTOWN during the continuance of the tenancy.
6. The Tenant shall use the plot as an Allotment Garden only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the tenant and his/her family) and for no other purpose and to keep it clean and free from weeds and in a good state of cultivation and fertility and in good condition.
7. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens.
8. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
9. The Tenant shall not without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.
10. The tenant shall not keep any livestock on the allotment, unless permitted by statute (Section 12 of the Allotments Act 1950), without the prior written consent of the Council.
11. No dog shall be brought into or kept in the area of the Allotment Garden by the Tenant or by anyone acting with his/her authority or approval.
12. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.
13. The Tenant shall keep any pathway, track, or access road for the half of its width abutting the Allotment Garden free from weeds or other growth as the Council may determine.

14. The Tenant shall not use any barbed wire for a fence adjoining any path set out by the council for the use of the occupiers of the Allotment Garden.
15. The Tenant shall not without the written consent of the Council erect any structure (any building or permanent structure or fence) on the Allotment Garden, and shall be responsible for the removal of any structures on or before expiry of the tenancy.
16. The Tenant shall clearly maintain a number plate indicating the plot number specified above and ensure its visibility at all times.
17. The Tenant shall indemnify the Council from and against all actions, proceedings, costs, claims and demands arising from the Tenant's occupation and use of the Allotment Garden.
18. The Tenant shall destroy or dispose of any garden refuse or any decaying matter in such a manner as not to be obnoxious to persons residing in the neighbourhood or in any way that is unsafe or dangerous.
19. Any member or Officer of the Council shall be entitled, at any time when directed by the Council, to enter and inspect the Allotment Garden. Our policy is to inspect the Allotment Garden at least twice per year.
20. The tenant shall inform the Council in writing immediately of any change of his/her address, phone number or email address.
21. The Tenant agrees that any case of dispute between himself and any other occupier of an Allotment Garden in the allotment field shall be referred to the Council whose decision shall be final and binding.
22. The Tenancy of the Allotment Garden shall terminate on the yearly rent renewal date after the death of the 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 one month's notice:
  - (i) If the rent is in arrears for not less than 40 days OR
  - (ii) If the Tenant is not duly observing the conditions of his tenancy OR
  - (iii) If the Tenant becomes bankrupt or compounds with his creditors.
  - (iv) If the Tenant has abandoned the Allotment Garden and cannot be found after reasonable enquiry.The tenancy may also be terminated by the Council or the Tenant by twelve months' previous notice in writing expiring on or before 6<sup>th</sup> day of April or on or after 29<sup>th</sup> day of September in any year. (See note 1)
23. No stamp duty is payable on this Agreement but the Tenant shall pay any compensation payable to the outgoing tenant for crops or improvements.
25. The Council reserves the right to review this Agreement annually.

Signed

(Clerk of the Council)

Witness (To Clerk's signature)  
(Sign and print name)

Signed

(Tenant)

Witness (To Tenant's signature)  
(Sign and print name)

ANY SPECIAL CONDITIONS AFFECTING THE ALLOTMENT GARDEN ARE TO BE ENDORSED ON THIS AGREEMENT.

Note 1: This date must not be between the 6th April and the 29th September. (Allotment Act 1922. Section 1(1)(e).

\*Under General Data Protection Regulations (GDPR) Disley Parish Council will only ever use your personal information to contact you regarding allotment matters. Your details will never be passed to a third party. The Parish Councils' Privacy Policy is available on our website at: [www.disleyparishcouncil.org.uk](http://www.disleyparishcouncil.org.uk)