SEAMER PARISH COUNCIL

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TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT be made on the [insert date] day of [insert month] 20[complete] ('the tenancy start date') between

Seamer Parish Council
of PO Box 512, Scarborough, YO11 9GH
('the Council')

and [insert full name of tenant]
of [insert tenant's address]
('the tenant')

by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at The Jubilee Site, Malton Road, Seamer, Scarborough. YO12 4PX and referenced as [insert number] in the Council's Allotment Register ('the Allotment Garden'), outlined in red for identification purposes only on the plan attached.

2. The Council shall let the Allotment Garden to the tenant for the period commencing on the tenancy start date until 31 March following the tenancy start date and thereafter from year to year unless determined in accordance with the terms of this tenancy.

3. The tenant shall pay a yearly rent, which shall be set and notified by the Council to the tenant by the 31st December for the following year commencing 1st April and which shall be payable:

   Either in one instalment on the 1st day of April in each year

   or, by arrangement with the parish clerk, in equal instalments on the 1st day of the 1st month of each quarter, April, July, October and January in each year.

4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by her/himself and her/his family.

5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.

6. During the tenancy, the tenant shall:

   a) keep the Allotment Garden clean and in a good state of fertility and cultivation;

   b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;

   c) not keep livestock or poultry in the Allotment Garden because of encouraging vermin, causing an environmental health issue;

   d) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;

e) not erect a shed, greenhouse, pond or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;

f) not erect any fence of barbed wire adjoining any path set out for use of occupiers of the Allotment gardens;

g) maintain and keep in repair the fences and gates forming part of the Allotment Garden;

h) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;

i) (subject to any additional requirement made by the Council upon granting permission to plant any tree, shrub, hedge or bush) to manage any tree, shrub, hedge or bush grown on the Allotment Garden such that they not exceed 3m in height;

j) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;

k) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to her/his property;

l) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;

m) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant shaded brown for identification purposes only on the plan attached.

n) to ensure that any dog brought into the said Allotment is securely held on a leash, taken directly from the entrance of the site or the tenant's vehicle to the Allotment Garden and back, and any faeces removed from the site by the tenant. Specifically, the leaving of any paths or roads on the site soiled by dog faeces shall be a material breach of clause 6. l) above.

o) not deposit or allow other persons to deposit on the Allotment Garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges or dykes situate in the said allotment site or in any adjoining land or other allotment garden.

p) be in attendance at her/his allotment at all times when s/he is using water taps;

q) not leave any hose or pipe attached to the Council's water taps or touching the ground when not in use.

r) not run any hose or pipe under the ground or fixed/permanently on the ground, or connect any such hose or pipe directly or indirectly to the Council's water taps.

s) not run any hose or pipe into a vessel eg a water butt or use any such hose or pipe, but use a hose or pipe hand held or fixed above such a vessel to fill it.

t) not light or permit to be lit a fire on her/his Allotment, unless within an incinerator of traditional metal dustbin style construction and size with a lid and chimney, closely supervised by her/him until burnt out, and then not to be burning between the hours of 10.00am and 3.00pm on any day;

u) notify forthwith the Council of any change of address, email address or telephone number of the tenant;

v) park any vehicle on the Allotment site entirely at her/his own risk.

w) ensure any vehicle brought on to the site is properly taxed and insured etc.

x) not permit or instruct any materials to be deposited on site except for their own use and delivered direct to their Allotment.

7. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.

8. With the exception of any water charges which shall be paid by the tenant, the Council shall pay all other rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

9. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April in any year.

10. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:

    a. the rent is in arrears for 40 days or;

    b. three months after the date on which notice of one or more additional rule(s) was issued by the Council the tenant has not observed the rules referred to in clause 7;

11. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the 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.

12. The termination of the tenancy by the Council in accordance with clause 11 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.

13. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.

14. On the termination of the tenancy, the tenant shall fill in and make good any pond, and remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to the tenant.

15. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

Signed by

……
The tenant

and

…….[*signature of the Council's Proper Officer*]
CLERK AND RESPONSIBLE FINANCIAL OFFICER
For and on behalf of the Council