

Tenancy Agreement (a)

An agreement made this xxxxxx in the year 20xx

The Parish Council : Name and Address of the PC.
Hereinafter, "the Landlord") of the one part; and

Growmore Allotment Association. Contact address
(Hereinafter, "Association") of the other part

IT IS NOW AGREED as follows:

- (a) The Landlord agrees to let and the Association agrees to take a piece of land known as field number OS xxxx containing Two acres or thereabouts as is shown hatched red xxx the plan annexed ("the land") on a five year rolling tenancy. The rent for the land shall be paid at the rate of £5 per acre.
- (b) It is agreed that the annual rent shall be £10 a year payable yearly in advance, the first payment being made on the date hereof for the period 1st January 20xx to 31th December 20xx.
- (c) The rent shall be subject to a three yearly review.

This Agreement is subject to the requirements of the **Allotments Acts 1908 - 1950**; to any Regulations on this Agreement; and to the following Conditions:

1. The Rent shall be paid on the 1st day of January in any year.
2. The Parish Council shall cause the land to be used for Allotment Gardens that will be wholly managed by the [Growmore Allotments Association](#) (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the (Tenants of the Allotment Association and their family) and for no other purpose; any and all Tenants to keep plots clean and free from weeds and in a good state of cultivation and fertility and in good condition at all times.
3. The Allotments Association shall ensure that Tenants shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct any path set out by the Landowner for the use of occupiers of the Allotment Gardens.
4. It shall be a condition of an Allotment letting agreement that Tenants shall not under-let, assign, or part with possession of the Allotment Association or of any part thereof without express written consent of the Landowner who, for the purpose of this Agreement is, and shall remain, the Landlord Paramount.
5. The Allotment Association shall see to it that Tenants shall not, without express written consent of the Landlord Paramount, cut or prune any

timber or other trees or take, sell or carry away any mineral, sand, clay or earth.

6. The Allotment Association shall see to it that Tenants shall not keep any livestock on the allotment except that permitted under Statute without the prior express written consent of the Landlord .
7. The Allotment Association shall see to it that every hedge which forms part of the boundary of Allotment Gardens properly cut and trimmed, shall keep all ditches properly cleansed and maintained, and shall keep in repair any other fences and any other gates and sheds and will arrange as much rain harvesting water as is possible for use on the Allotment Gardens, the Association will also agree to reinstate any and all lands to their original state and to cover any cost involved on or before expiry of the Tenancy.
8. The Allotment Association shall see to it that Tenants shall not use any barbed or razor wire for a fence adjoining any path set out by the Landowner for the use of the occupiers of the Allotment Gardens, will also ensure that no glass, galvanised iron sheeting or carpet is used on the Allotment Gardens, any water storage containers will be child safe and of an approved specification all Tenants Sheds shall be sited in accordance with the allocated area as indicated on the site plan.
9. The Allotment Association will carry out all necessary Health & Safety risk assessments and will advise all tenants as part of their introduction to the Allotment Garden will also accept responsibility for all Safety Issues in and around site to include access and ingress to and from the site.
10. The Allotment Association shall see to it that Tenants shall not, without express written consent of the Association, erect any building on the Allotment Garden, except buildings erected pursuant to the principals only of **Section 12 Allotments Act 1950**; all sheds shall be of the landowners' approved specification only and the Association shall be responsible for removal of any building on or before expiry of the Tenancy.
11. As regards the Allotment Association: the Association shall see to it that Tenants shall observe and carry out any and all conditions and covenants that are contained on the land.
12. The Tenancy of the Allotment Garden shall terminate whenever any Tenancy or Right of Occupation of the Landowner shall terminate.
 - 12.1 if the Rent is in arrears for not fewer than 40 days ; **or**
 - 12.2 where the Association is not duly observing and/or carrying out the terms of the Tenancy.

12.3 The Association will insure that the site and all of its members are affiliated to the National Allotment Society and shall arrange for appropriate Insurance cover during the period of the lease.

13.00 The Tenancy may also be terminated by the Parish Council, by the giving of twelve (12) months previous notice in writing; such notice to expire not later than **March 25th** (Lady Day) or not earlier than **September 29th** (Michaelmas) in any year. By virtue of **section 1 (1) (a) Allotment Act 1922** the date of expiry of notice must not fall between Lady Day and Michaelmas.

14.00 The Parish Council shall pay the stamp duty and legal costs on this Agreement. (Stamp Duty is not payable unless the Agreement is for longer than seven years.)

Signed

Landowner (Parish Council)

Witness Date

Signed

For and on behalf of the Association.