

EWHURST PARISH COUNCIL - TENANCY AGREEMENT FOR ALLOTMENT GARDENS

20----/20----

THIS AGREEMENT made the day of 20--- BETWEEN Ewhurst Parish Council (hereinafter called the Council) and ----- (hereinafter called the Tenant) by which it is agreed that:-

1. The Council shall permit the Tenant to hold as Tenant from year to year **ALLOTMENT ---** as described in the Council's Allotment Register being part of the Allotments provided by the Council at the site to the rear of Ewhurst Infant School.
2. The Tenant shall pay a yearly rent of £---- (£---- for pensioners) or £---- for half an allotment (£--- for pensioners) which shall be due on the signing hereof for the period to 30th September 20----(apportioned as to remaining part of the tenancy 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 6th day of April or on or after the 30th day of September in any year.
4. The Council reserves the right at its entire discretion to let allotments to non-residents of the Parish of Ewhurst.
5. The Tenant shall during the tenancy carry out the following obligations:-
 - (a) The Allotment Garden shall be kept tidy and cultivated, taking into consideration seasonal cropping
 - (b) No nuisance or annoyance shall be caused by the Tenant to any tenant of any other part of the Allotments provided by the Council
 - (c) No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits for the tenant's own domestic consumption
 - (d) No dog shall be brought on to the Allotments except on a lead and tethered while the Tenant is working the allotment. No dog shall be 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 or 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 Council; shed size, if permitted, 6'by4' maximum.
 - (g) The Tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden
 - (h) The Tenant shall not without previous consent in writing from the Council plant any trees or fruit bushes or any crops which take more than twelve months to mature. The Tenant shall not without first obtaining the written consent of the 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, vegetables 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 Council
 - (k) The Tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens
 - (l) Bonfires are not allowed, to alleviate any annoyance to local residents. All Allotment waste is to be composted on tenant's own site. The Council encourage the tenant to harvest rainwater from any permitted building on their site and to mulch crops to conserve water.
 - (m) In the interests of Health and Safety, the Council would prefer the use of polypropylene rather than glass when propagating plants; glass is used at the tenants' own risk.
6. The 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 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 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 Acts 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 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 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 recorded delivery post at the address at the head of this Agreement.
10. The tenant to agree to the privacy statement attached necessary under the new General Data Protection Regulations

Clerk to Ewhurst Parish Council

Tenant: -----