

ALLOTMENT TENANCY AGREEMENT

This Agreement made the ***** between the Parish Council of Grove (hereinafter called the council) and

«Title», «FirstName», «LastName», «Address1», «Address2», «Town», «County», «Postcode»

(hereinafter called the tenant) by which it is agreed that: -

1. The council shall let to the tenant for him/her to hold as tenant from year to year the allotment gardens (being part of the allotments provided by the council) and numbered **plot «Plot», Millbridge Allotments** in the council's allotment register.
2. The tenant shall pay a yearly rent of £14.00 per annum for a full plot or £7.00 per annum for a half plot. Each payment to be made on the **29th day of September** in each year after the commencement of the tenancy to the Clerk of the Council. No access to the allotments can be taken until the first payment has been made
3. The tenancy may be terminated by either party to this agreement serving on the other a written notice to quit expiring on or between 29 September and 6 April in any year.
4. The tenant shall reside within the Parish of Grove 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 tenant of any other part of the allotments.
 - c) No livestock or poultry 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.
 - e) The tenant may erect a building to a maximum size of 5 ft x 4 ft x 6 ft on the Allotment Garden **AFTER FIRST OBTAINING WRITTEN PERMISSION FROM THE COUNCIL**. No tenant may fence the Allotment Garden

- f) The tenant shall not without first obtaining the written consent of the council cut, lop or fell any tree growing on the Allotment Garden.
 - g) The tenant shall cultivate the Allotment Garden for, and shall use it for the production of fruit, vegetables and flowers for domestic use by him/herself and family.
 - h) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer or appointed member of the council.
 - i) The tenant shall not assign the tenancy not sub-let or part with the possession of any part of the Allotment Garden.
 - j) 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 garden.
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 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 council give 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, Council Office, Old Mill Hall, School Lane, Grove, Near Wantage, Oxon OX12 7LB, 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 head of this agreement.

Clerk

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Tenant

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