

# HAWKESBURY PARISH COUNCIL

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## ALLOTMENT TENANCY AGREEMENT

*This Agreement* made the \_\_\_\_\_, between Hawkesbury Parish Council (hereinafter called the Council) and \_\_\_\_\_, Hawkesbury Upton (hereinafter called the Tenant) by which it is agreed that:

1. To qualify for an Allotment, the applicant must reside within the Parish of Hawkesbury. In exceptional circumstances, and only in the interests of effective management of Allotments, the Council reserves the right to waive this residential qualification.
2. The Council shall let to the tenant for him/her to hold from year to year, the Allotment (being part of the Allotments provided by the Council at Birgage Road) and numbered [ ] in the Council's Allotment Register.
3. The Tenant shall pay a yearly rent on the 6th day of April, as decided annually by the Council, and the first such payment shall be due on the first day of the commencement of the tenancy.
4. The Council reserves the right to re-let the tenancy, if the payment for the renewal of the tenancy has not been received by the sixth day of the following May.
5. Termination of Agreement.
  - a) The Tenancy may be terminated by either party to this agreement serving on the other not less than twelve month's written notice to quit, expiring on or before the 6th day of April or on or after the 29th day of September in any year.
  - b) Should the tenant move out of the Parish of Hawkesbury, the Council reserves the right to terminate the tenancy after 6 months.
6. The Tenant shall, during the Tenancy, carry out the following obligations:
  - a) The Allotment 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 other tenant of any other part of the Allotment provided by the Council.
  - c) **No** livestock or poultry of any kind shall be kept upon Allotment.
  - d) **No dog**, other than an assistance dog shall be brought into or kept in the area of the Allotment by the Tenant or by anyone acting with his/her authority or approval.
  - f) The Tenant shall **not** assign the tenancy nor sublet or part with the possession of any part of Allotment.
  - g) The Tenant shall **not** erect any buildings or permanent structure on the Allotment nor fence the garden without first obtaining written consent of the Council. Any sheds giving approval should be a nominal 6ft by 4ft and should be placed within the perimeter on the edge of the allotment holders plot (some sheds at the present time are oversized, 8ft by 5ft), any existing oversized sheds needing replacement, should be replaced at the approved size.
  - h) No greenhouses or poly tunnels can be erected on the allotment site.
  - i) Without first obtaining written permission of the Council, the Tenant shall cultivate the Allotment for, and shall **use it only for**, the production of soft fruit, vegetables and flowers.
  - j) From and after 1 April 2010 the Tenant shall **not** plant any trees or decorative shrubs on the Allotment.

- k) The Tenant **shall permit** the inspection, at all reasonable times, of the Allotment by any officer of the Council or any member of the Council duly authorised.
  - l) The Tenant shall **not** obstruct or permit the obstruction of any of the paths on the Allotment designated on the attached plan as being for the use of the tenants of the Allotment.  
Where a Tenant is also the Tenant of adjoining Allotments, from and after 1 April 2010 the dividing footpath must be maintained at all times. **The incorporating of any paths into an Allotment is strictly forbidden** (save where it has already taken place by 1 April 2010 in which case the present state can continue, but on giving up the Allotments or Allotment the dividing path is to be restored unless the Council expressly agrees otherwise in writing).
  - m) The Tenant may **not** attach hosepipes to the watering facilities provided by the Council
  - n) The Tenant **shall observe and perform** any condition that the Council adds to these obligations if it is considered necessary to preserve the Allotment from deterioration.
  - o) The Tenant **shall use** a proprietary brand of weed suppressant.
  - p) The Tenant **shall use** environmentally friendly brands of weed killer as recommended by DEFRA.
7. The Council will pay all rates, taxes, dues or other assessments which may be levied or charged upon the Allotments.
8. 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 and the tenancy shall thereupon come to an end, but without any 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.
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 of the Tenant at the head of this Agreement.
10. The Council reserves, without prejudice, the right to waiver any stipulation (other than those laid down by statute) contained in this Agreement with respect to the Tenant who has signed below.
11. A deposit of £15.00 will be required before the allotment tenancy commences, this will be returned at the end of your tenancy provided the allotment is left in a good condition.

(Signatures) \_\_\_\_\_ Clerk to Hawkesbury Parish Council

\_\_\_\_\_ Tenant

\_\_\_\_\_ Tenant

Date