**TENANCY AGREEMENT FOR ALLOTMENT GARDENS**

(That is plots up to 40 poles or 0.101 hectares)

(For domestic cultivation only)

THIS AGREEMENT made the day of 2015

between West Dereham Parish Council

(hereinafter called the Council) and ………………………………………………………………………

of ……………………………………………………………………………………………………………...

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

1. The Council shall let to the Tenant, for them to hold as tenant from year to year, the Allotment Garden of the approximate area of 72 yards by 11 yards (or part of) (being part of the Allotments provided by the Council of West Dereham).
2. The tenant shall pay a yearly rent of £ on the day of in each year and the first such payment shall be due on the first day of after the

commencement of the tenancy. The tenant shall also pay a deposit of £85.00 for a full plot, £42.50 for a half plot and £21.25 for a quarter plot, to cover the cost of rotivating a plot left in poor condition.

1. 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 or on or after the 29th day of September in any year. The tenant may give a months notice.
2. The tenant shall during the tenancy carry out the following obligations:
3. The Allotment Garden shall be kept clean, decent and in good condition and properly cultivated; once vacated, to be left in the same condition as when the lease began.
4. No nuisance or annoyance shall be caused by the tenant to any other tenant of any part of the Allotments provided by the Council
5. No livestock shall be kept on the Allotment Garden.
6. No dog shall be brought into or kept in the area of the Allotments by the tenant or by anyone acting with their authority or approval.
7. The tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of the Allotment Garden.
8. 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. Each tenant is permitted one shed and one greenhouse, each building shall not exceed 6 feet by 4 feet & must be of a solid & safe construction, as approved by the Parish Council, on a non permanent base & must not include industrial glass. It must be removed at the end of the tenancy.
9. The tenant shall not, without first obtaining the written consent of the Council, cut, lop or fell any tree growing on the Allotment Garden. The growing of fruit trees, hardwood tree and Christmas trees is not permitted.
10. The tenant shall cultivate the Allotment Garden, and shall use it only, for the production of soft fruit, vegetables and flowers for direct domestic consumption.
11. The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any member of the Council.
12. 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; the tenant will take care not to damage the grass roadways, public paths or other plots.
13. No toxic or household waste may be disposed of at the allotments although composting of green and organic waste is permitted in a suitable container. Delivery of farm yard manure is permitted. There is a need to be aware of the manufacturer’s advice and dosage guidance when using chemicals and fertilisers.
14. Tenants should carry third party insurance to cover accidents to other tenants and members of the public.
15. Tenants shall not use carpet or cardboard as weed suppressant.
16. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
17. The Parish Council requires an allotment tenant to have take part in necessary liason from time to time.
18. 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. The deposit will be forfeited in order to return to plot as required in clause 4a.
19. If there is no activity on a plot for 3 months, the tenant shall be deemed to have abandoned it and shall be sent a letter terminating the contract.
20. On the termination of the tenancy, the tenant shall be entitled to receive such compensation as is provided by the Allotment 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 notice in writing of the matters in respect of which any such compensation has been paid or promised.
21. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk to 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.

***SIGNATURES***

Clerk to West Dereham Parish Council ……………………………………………………….

Tenant ……………………………………………………….

Revised April 2017