



AYLESBURY TOWN COUNCIL

Allotment Tenancy Agreement

THIS AGREEMENT was made on **(Date)** Two thousand and fifteen, **BETWEEN AYLESBURY TOWN COUNCIL** of **5 Church Street, Aylesbury, HP20 2QP**, in the County of Buckinghamshire, acting by Keith Gray, Town Clerk (hereinafter called "the Council"), and **(Name and Address)** (hereafter called "the Tenant").

WHEREBY

1. The Council agrees to allow the Tenant to hire, as a yearly tenant, from the **(Date)**, the allotment number **(Allotment site and number)**, a registered allotment garden provided by the Council, measuring 5/10 poles or thereabouts.

The yearly rent, payable in advance, is as set out in accordance with the First Schedule hereto, as varied from time to time in accordance with the said Schedule, and at a pro rata rent for any part of a year over which the tenancy may extend. The rent for a whole year will be due and payable on the 1st September in each year.

The Tenant hereby agrees with the Council as follows:

- (1) To pay the full rent demanded, together with any increase thereof which may become effective in accordance with the terms of the First Schedule. If the rent has not been paid within 14 days, a reminder letter will be sent requesting payment within 5 days, after which the Council will terminate the agreement.
- (2) To cultivate the allotment garden him/herself as an allotment garden and for no other purpose. Only dwarf fruit trees should be planted, and a minimum of 80% of the plot used for growing fruit and vegetables.
- (3) To keep the allotment garden clean, free from weeds, and otherwise maintain it in a good state of cultivation.

(4) You are required to keep any adjoining pathways reasonably free from weeds and to cut and not allow any grass to become over-grown.

(5) New tenants will be required to make a £5.00 (£7.50 for Crown Leys) key deposit, which will be refunded on termination of this agreement. A replacement key will be charged at £5.00 (£7.50 for Crown Leys). Tenants should ensure that gates are always locked on entering and on leaving the allotment site.

(6) Not to cause or allow any nuisance or annoyance by any means to the occupier of another allotment plot.

(7) Not to sub-let or assign the allotment garden or any part of it.

(8) Not to obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens. All pathways between allotment plots should be maintained and kept to a minimum of two feet wide.

(9) Not, without the written consent of the Council, to cut or prune any timber trees or take, sell or carry away any mineral gravel, sand, earth, or clay.

(10) Bonfires or burning of materials are prohibited within the Allotment site.

(11) Not, without the written consent of the Council, to erect any buildings or other structure larger than 7 ft x 5ft on the allotment garden.

(12) The tenant will ensure that any sheds or other authorised constructions shall not contain asbestos or any other hazardous building materials. The tenant shall maintain the constructions in good order and will be responsible for the removal of the constructions at the end of the tenancy.

Bedgrove Allotments

The Council will not grant permission for the erection of sheds/greenhouses/poly-tunnels, etc., on this site.

(13) Tenants should be aware that sheds and their contents are not insured by the Council against theft or damage. The security of each shed is therefore entirely the tenant's responsibility.

(14) Not to erect any barbed wire or similar fencing around your plot or on the paths set out by the Council.

(15) Not to deposit or allow other persons to deposit on the allotment garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation), or place any matter in the hedges, ditches, or dyke situated in the allotment field or in the adjoining field.

(16) Not to bring, or allow to be brought, onto the allotment site, any dogs unless they are held on a leash. Tenants who take their dog(s) onto the allotment site will be responsible for clearing and disposing of any dog mess.

(17) Not to allow dogs to encroach onto another person's allotment plot.

(18) Not to keep any animals or livestock of any kind upon the allotment.

(19) Not to erect any notices or advertisements on the allotment garden.

(20) That the Council shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family to the allotment garden, unless accompanied by the Tenant or a member of his/her family.

(21) That any case of dispute between the Tenant and any other occupier of an allotment plot shall be referred to the Council, and the decision of any Officer appointed to hear the dispute shall be final.

(22) That the Tenant shall inform the Council of any change to his/her address.

(23) That the tenant shall give up the allotment garden at the termination of the tenancy.

(24) That any Officer or agent of the Council shall be entitled, at any time, to enter and inspect the allotment garden.

(25) That the tenant shall, as regards the allotment garden, observe and perform all conditions, covenants or restrictions contained in or forming part of the lease agreement.

(26) To exercise due and proper care and regard to any water supplied to the allotment garden in order to prevent waste and to ensure its use only for or in connection with cultivation of the allotment garden. **The tenant shall not connect to the Council water supply points any hoses or water sprinkler system on any allotment garden.**

(27) To keep any buildings erected in accordance with Clause 11, or bought from or taken over from a previous tenant of the allotment garden, in good repair and condition at all times to the satisfaction of the Council.

(28) At the termination of this Agreement, to remove any buildings from the allotment plot and not claim any compensation from the Council in respect their condition. Additionally, all materials should be removed from the allotment plot. The Town Council reserves the right to charge for the removal of any buildings and materials left on the allotment plot after the tenancy period has finished.

(29) To comply with such rules made by the Council under Section 28 of the Small Holdings and Allotments Act 1908.

(30) That the tenant shall observe and perform any other special conditions which the Councils consider necessary to preserve the allotment plot from deterioration and of which notice shall be given to the tenant in accordance with Clause (3) of this agreement.

For Crown Leys Tenants (in addition to 1-29)

(31) All tenants with plots abutting the perimeter fence shall leave a minimum of 2 metres free from cultivation. No cultivation is to be undertaken behind the sheds on these plots.

2. This tenancy shall terminate on the next rent day after the death of the tenant, or in the case of Bierton Road Allotments whenever the tenancy or right of occupation of the Council of the land upon which the allotment garden is situated terminates.

This Tenancy may be determined in any of the following manners:

- (1) By either party giving to the other twelve months previous notice in writing expiring on or before the sixth day

of April or on or after the twenty-ninth day of September in any year.

(2) By re-entry by the Council at any time after giving three months previous notice in writing to the tenant on account of the allotment garden being required:

(i) for any purpose (not being for the use of the same or for agriculture) for which it has been appropriated under any statutory agriculture for which it has been appropriated under any statutory provision or

(ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.

(3) By re-entry at any time after giving one month's previous notice in writing to the tenant:

(i) if the rent is in arrears for not less than forty days whether legally demanded or not, or

(ii) if it appears to the Council that there has been breach of conditions and agreements on the part of the tenant, in not cultivating the plot within at least three months of the commencement of the tenancy, or

(iii) if the tenant shall become bankrupt and compound with his creditors, or

(iv) at the next rent day after the tenant ceases to reside in the Parish of Aylesbury.

Any notice required to be given by the Council to the tenant may be signed on behalf of the Council by the Town Clerk, and may be served on the tenant either personally or by leaving it at his/her last known place of abode, or sent by registered letter or by recorded delivery. If letter fails to reach the tenant, it will be placed in some conspicuous manner on his/her allotment plot.

Any notice given by the tenant to the Council shall be either by signed letter, by e-mail, by telephone, or by personal visit to the Council Office.

3. References to a two and a half pole plot, five pole plot or ten-pole plot in this agreement shall be taken to mean plot or

plots measuring up to two and a half poles, five poles or up to ten poles as the case may be.

FIRST SCHEDULE

The existing rent may be varied and the yearly rent to apply to this tenancy after the expiration of the above-mentioned period (hereinafter called "the new rent"), shall be fixed and subsequently varied from time to time by resolution of the Council. Any variation of the existing or new rents shall be notified to the tenant in writing before 24th June in any year of the tenancy, and will take effect on 29th September of that year.

IN WITNESS whereof the parties hereto have set their respective hands the day and year first written.

SECOND SCHEDULE

SIGNED by the said)
KEITH GRAY JP)
(Town Clerk))

Keith Gray

SIGNED by the said)
TENANTS)
