

Whittington Parish Council



Clerk to the Council David Hunter-Miller, 35 Benbow Close, Malvern Wells, WR14 4JJ

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Tenancy Agreement Uffnells Farm Allotment Gardens

This agreement is made on the/...../..... (date)

Between Whittington Parish Council ("The Council") and..... ("The Tenant")

of (address)

whereby the Council agree to let and the Tenant agrees to hire on a yearly tenancy from 1st April the Allotment Garden(s) numbered:

.....in the Register of Allotment Gardens provided by the Council (subject to any exceptions and reservations contained in the Lease under which the Council holds the land) at the yearly rent of **£60.00**. The rent is payable yearly (by bank transfer or cheque) and at a proportionate rate for any part of a year over which the tenancy may extend.

Whittington Parish Council: HSBC, Sort Code 40-47-17, Account Number 82659697

The tenancy is subject to the Allotment Acts, 1908 to 1950, the regulations endorsed on this Agreement, the Council's Terms and Conditions for keeping an allotment and also to the following conditions:

1. The rent shall be paid in full, without deduction, on the signing of the allotment agreement and in advance each subsequent year no later than the end of April, and will be reviewed twelve months before renewal date by the Council.
2. The tenant must observe all rules and regulations and Terms and Conditions relating to the allotment gardens, which have been or may at any time in the future be made by the Council and of which the Tenant is notified (see Terms and Conditions document).
3. The tenant shall use the Allotment as an allotment garden only, and for no other purpose.
4. The tenant shall keep the allotment garden(s) clean, any structures in an acceptable state of repair, and the plot in a good state of cultivation and fertility. If any allotment is not maintained for more than two consecutive months then the Council will deem this as if the tenant has forfeited this agreement and therefore notice will be given.
5. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
6. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment.
7. The tenant shall not underlet, assign, or part with the possession of the allotment garden(s) or any part thereof, without the written consent of the Council.

8. The Tenant shall not erect any structure on the Allotment, (other than those 'pre-sanctioned' in the accompanying Terms and Conditions), the consent of the Council may be sought in writing, and may not be refused under this clause, to the erection of any structure reasonably necessary for keeping hens or rabbits. Any structure whatsoever so erected must be kept in good and sound condition.
9. The keeping of bees or any livestock (other than hens or rabbits) is prohibited without the prior consent of the Council in writing.
10. The Tenant must not keep any animals or livestock of any kind on the Allotment, except hens or rabbits to the extent permitted by the Allotments Act 1950 Section 12. The Parish Council must be consulted prior to the keeping of hens or rabbits.
11. The Tenant will at all times exercise every care to prevent waste leakage or misuse of water and forthwith make good and repair any injury or damage done to any water pipes or taps within the general allotments area unless such injury or damage is due to some cause other than the Tenant's own negligence or default, and in any event immediately report by Notice in accordance with Clause 20 below to the Council any such waste, leakage, or misuse
12. The Tenant must not erect any notice or advertisement on the Allotment.
13. The Tenant agrees that the Council shall have the right to refuse admittance to the Allotment to any person, other than the Tenant or a member of their family, unless accompanied by the Tenant or a member of their family.
14. The Tenant agrees that any case of dispute between themselves and any other occupier of an allotment garden in the allotment field shall be referred to the Council, whose decision shall be final.
15. The Tenant agrees to inform the Council immediately of any change of their address.
16. The tenant shall, as regards the allotment garden(s), observe and perform all conditions and covenants contained in the lease (if any) under which the Council owns the land.
17. The Tenant must observe and perform any special condition the Council considers necessary to preserve the allotment from deterioration of which Notice is given to the Tenant in accordance with Clause 20 below.
18. Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the allotment garden(s)
19. a) Termination of Tenancy.
 - I. (General condition of plot upon yielding up). The Tenant must yield up the Allotment garden at the termination of the tenancy created by this agreement in such condition as shall be in compliance with the clauses contained within this Agreement and the Terms and Conditions.
 - II. The Tenant, shall, upon termination of this tenancy by the Council be entitled to compensation only to the extent prescribed by Section 2 of the Allotments Act 1922 and Section 3 of the Allotments Act 1950 but not further or otherwise.
 - III. The Council, upon termination of this Tenancy shall be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the Allotment caused by the failure of the Tenant to maintain the Allotment in a good state of cultivation and fertility.
 - IV. (Death of Tenant) This agreement will terminate on the next day after the death of the tenant.

V. This agreement will terminate on the day on which the right of occupation of the allotments of the Council terminates.

19. b) Termination by the Council. Following the giving of one month's previous Notice by the Council in writing to the Tenant:

- I. If it appears to the Council that the tenant has breached any of the rules and conditions contained in this agreement and / or the Terms and Conditions, provided that, if such breach is of the conditions or rules relating to the cultivation of the allotment, at least 3 months have elapsed since the commencement of the tenancy.
- II. If the rent or any part of it is in arrears in accordance with Section 6 of the Terms and Conditions whether legally demanded or not.
- III. If the Tenant becomes bankrupt or compounds with their creditors

19. c) Termination by the Tenant.

- I. The tenancy may be terminated by the Tenant giving to the Council six months' notice in writing expiring at any time. This tenancy may also be terminated by the Tenant without giving six months' notice, and the Council will accept such notice only if the Tenant agrees with the Council to forfeit the right for reimbursement of any rent which would be due to the Tenant on the date of such notice being received by the Council.

20. Notices: Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk of the Council and may be served on the Tenant either personally or by leaving it at their last known place of abode or by registered letter or letter sent by recorded delivery service addressed to them there or by fixing same in some conspicuous manner on the allotment.

Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Clerk of the Council.

Witness

Signed:
David Hunter-Miller
Clerk to Whittington Parish Council

Witness

Signed:
Tenant

Return to:

- Email: whittingtonpc@live.co.uk
- Post: David Hunter-Miller, Clerk to the Council, 35 Benbow Close, Malvern Wells, Worcestershire, WR14 4JJ