

# Potton Town Council 2018/19

## TENANCY AGREEMENT FOR ALLOTMENTS HOLDERS

(For domestic cultivation only)

THIS AGREEMENT made on this [DATE] BETWEEN the  
Potton Town Council 2018/19 (hereinafter called the Council), [NAME]  
and [NAME] (hereinafter called the  
Tenants) by which it is agreed that:

1 : The Council agrees to let and the Tenants agree to hire, as tenants from [DATE] the Allotment, the area being [FULL or HALF] Size Plot and part of the Allotments provided by the Council at Everton Road and at the current rent of £[AMOUNT] and numbered [PLOT NUMBER] in the Council Allotment Register.

2 : The rent shall be paid on [DATE] until [DATE] and shall be for a period of [NUMBER OF] months.

3 : The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.

4 : The tenant shall reside within Potton during the tenancy.

5 : During the tenancy, the tenant shall:

- a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
- b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
- c) not keep livestock or poultry in the Allotment Garden;
- d) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
- e) the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and, if appropriate, planning permission; and
- f) sheds will only be permitted up to 6ft by 4ft;
- g) not fence the Allotment Garden without first obtaining the Council's written consent;
- h) maintain and keep in repair the fences and gates forming part of the boundary of the Allotment Garden;
- i) trim and keep in decent order all site hedges which form part of the boundary of the Allotment Garden;
- j) not plant any non-edible fruit bearing tree, shrub, hedge or bush without first obtaining the Council's written permission;
- k) not cut, lop or fell any tree growing on the Allotment Garden boundary without first obtaining the Council's written consent and, if appropriate, planning permission;
- l) be responsible for ensuring that any person present in the Allotment Garden, with or without the tenant's permission, does not suffer personal injury or damage to his property;
- m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
- n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant;
- o) dogs will only be permitted in the area of the Allotments if they are tethered on the holder's own plot and not permitted to cause a nuisance through fouling, noise or damage;
- p) the tenant must notify the Council of any change of address;
- q) the tenant may use a hose pipe provided that it is hand held and not left unattended. The Council reserves the right to remove this permission;
- r) the tenant must dispose of waste material generated on site by composting, burning or removal away from the site. Waste material must not be deposited on the boundary area of the site.
- s) Bonfires are not permitted on the allotment site between 16 June and 15 September. Bonfires are only permitted between 16 September and 15 June when the wind is not blowing in the direction of nearby residential areas. The Council reserves the right to remove this permission. Waste material must not be brought onto the site for disposal by burning.
- t) No parking on the Allotment Garden without permission.
- u) No parking on the roadway other than for loading and unloading.

6 : The tenant shall observe the additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.

7 : The Council shall pay all rates, taxes, dues or other assessments, which may at any time be levied or charged upon the Allotment Garden.

8 : 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 6 April or on or after 29 September in any year.

9 : The tenancy may be terminated by the Council by serving one month's written notice on the tenant if:

- a) the rent is in arrears for 40 days or;
- b) three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 8; or
- c) the tenant lives more than one mile outside Potton.

10 : If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate, 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.

11 : The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.

12 : The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.

13 : On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise, which shall be confirmed in writing to the tenant.

14 : Any written notice required by the tenant shall be sufficiently served if sent by registered post to or left at the tenant's address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

Signed by:

Telephone/Mobile: \_\_\_\_\_

Email address: \_\_\_\_\_

**X** \_\_\_\_\_

Tenant

and

**X** \_\_\_\_\_

Jonathan Whitehurst  
Town Clerk  
for an on behalf of Potton Town Council