



Copmanthorpe Parish Council Allotments Conditions of Tenancy

Agreement to Let

Copmanthorpe Parish Council (hereby referred to as The Council) agrees to let and the tenant agrees to rent Plot Number [].

Tenancies will be renewed annually from April each year. The Tenant agrees to pay The Council a rent twelve months (or part year) in advance depending on the tenancy commencement date. Full payment is due on issue of the rent demand and is non-refundable. Failure to pay will result in the cancellation of the agreement.

The rent for the current year (20) is £[]

Conditions of Letting

As well as paying the rent the Tenant agrees with The Council:

1. To use the plot as a garden Allotment growing normal selections of vegetables, fruit and flowers for personal use and consumption.
2. To keep the Allotment clean, reasonably free from weeds and otherwise in a proper state of cultivation and good condition.
3. Not to cause or permit any nuisance to the occupier(s) of other Allotment(s) or obstruct or encroach on any path or roadway set out by The Council for the use of other tenants. Bonfires are discouraged on all plots and waste material should be composted where possible. Any person causing a nuisance may be liable under the Environment Prosecution Act 1990.
4. Not, without the written consent of The Council, to erect any structures (i.e. a greenhouse, shed, etc) on the Allotment. Any structures so erected shall be removed on cessation of the tenancy unless the incoming tenant accepts same. Any permitted structure shall be maintained in good order at all times. (Small frames and poly tunnels are permitted).
5. Not to use hose pipes from the public water supply provided by The Council.
6. Not to take, sell or carry away any minerals, gravel, sand, earth or clay from the Allotment.
7. Not to grow plants or trees that are invasive to the extent of affecting paths and other Allotments, or of a height that obstructs light from adjoining Allotments.
8. Not to keep any livestock on the Allotment.
9. Not to bring or cause to be brought into the Allotment field any dog unless the dog is held on a leash.
10. Not to underlet, assign or part with possession of the Allotment or any part of it without the written prior consent of The Council.
11. To allow any officer or agent of The Council to enter and inspect the allotment at any time.

12. That any dispute between him/herself and any other occupier of an Allotment shall be referred to The Council whose decision shall be final and binding.
13. To inform The Council of any change of his/her address.
14. That the rent due may be increased or decreased by The Council by not less than one months notice in writing to the Tenant (reviewed in March annually). On notification of an adjustment to the rent The Tenant may terminate this agreement by giving The Council one months notice in writing.
15. That if The Council considers there to have been a breach of any of the conditions of letting then The Council will be entitled to serve a notice to terminate the agreement. In addition that this tenancy may be ended by notice being given in accordance with the Allotments Acts 1908 to 1950.
16. That any notice required to be served under this agreement may be served on The Tenant personally or by leaving it at his/her last known address or by affixing the notice to the Allotment
17. That this tenancy may be terminated on the death of the tenant or under Section 1 of the Allotments Act 1922.
 - a. By three months prior notice if the land is required for building, mining, industry, roads, or sewers necessary in connection with the above Act.
 - b. By three months prior notice if the land has been appropriated under statutory position.
 - c. By The Council giving twelve months prior notice in writing at any time expiring on or before 6th April or on or before the 29th September in any year.
 - d. By The Tenant giving six months prior notice in writing expiring on the 31st day of December in any year.
18. That The Council may repossess the Allotment at any time after giving one months prior notice in writing to The Tenant:
 - a. If the rent is in arrears for more than forty days or
 - b. If there has been a breach of any conditions of the agreement on the part of The Tenant or
 - c. If The Tenant shall become bankrupt or make a composition or arrangement with his creditors or
 - d. If The Tenant has abandoned the Allotment and cannot be found after reasonable enquiry

Note; The Parish Council will be entitled to claim compensation from any tenant who, upon termination, leaves an Allotment in a worse condition than when the tenancy started. All allotments must be returned in a re-letable condition.

SIGNED by the tenant/s (max 3)

Signature

Signature

Signature

Duly authorised for and on behalf of the Council:

Signature

Dated: 20.....

<u>COPMANTHORPE PARISH COUNCIL</u>	
To
<u>ALLOTMENT TENANCY AGREEMENT</u>	
Allotment No