

ALLOTMENT TENANCY AGREEMENT AND ANNUAL RENT INVOICE

THIS AGREEMENT is made the _____ day of _____ Two thousand and Twenty _____ **BETWEEN**

LOUND PARISH COUNCIL ('the Council') by the hand of JILL BROWN its Clerk and duly authorised Agent and

_____ of
('the Tenant')

IT IS HEREBY AGREED:

1. The Council agrees to let and the Tenant agrees to take a yearly tenancy from the 1st day of April Two thousand and twenty _____ of the allotment garden(s) numbered _____ on the Council's allotment site off Earth Lane Lound as shown edged in red on the plan attached hereto ('the Allotment') at the yearly rent of _____ POUNDS (£ _____) and **SUBJECT** to the provisos and conditions hereinafter contained

2. The Tenant agrees with the Council as follows:-

2.1 to pay to 'Lound Parish Council' the rent hereby reserved on the 1st day of April in every year during the continuance of this tenancy and in the first instance by using the Invoice attached to this agreement without any deductions whatsoever;

2.2 unless otherwise agreed by the parties to this Agreement or UNLESS there is a breach by the Tenant of the Conditions herein contained Notice of Termination of Tenancy (such Notice to be given in writing) shall stand at one year by either party SAVE that this tenancy shall automatically cease on the death of the tenant;

2.3 to use the Allotment as an allotment garden and for no other purpose whatsoever without the prior written consent of the Council;

2.4 to keep the Allotment clean and free from weeds and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any path or roadway included therein or abutting thereon reasonably free from weeds;

2.5 not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden nor to obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the allotment site;

2.6 not to store or burn any building or plumbing materials industrial or construction waste or other toxic materials on the Allotment

2.7 not to underlet assign or part with possession of the Allotment or of any part thereof without the prior consent in writing of the Council;

2.8 to keep in decent order all existing hedges fences and ditches bordering the Allotment but not without the prior consent in writing of the Council to cut lop or prune any other timber or trees growing on or bordering the Allotment nor to carry away any mineral gravel sand earth or clay;

2.

2.9 not without the prior consent in writing of the Council to erect any building on the Allotment and with regard to any building for which consent has been given to erect the same in accordance with the plans or specification (and with materials specified therein) submitted to the Council by the Tenant;

2.10 not to erect any fence or barbed wire abutting any path or roadway set out for use of occupiers of the allotment gardens or the general public;

2.11 not to deposit or allow other persons to deposit on the Allotment any refuse or decaying matter (except manure or compost in such quantities as may reasonably be required for use in cultivation) nor to place any matter in any hedge ditches or dykes in the Allotment or any adjoining land;

2.12 to ensure any dog brought into the Allotment is securely held on a leash;

2.13 not to keep any animals or livestock of any kind on the Allotment except hens or rabbits to the extent permitted by the Allotments Act 1950, s.12(1);

2.14 when using any sprays or fertilisers to comply at all times with current regulations and to take all reasonable care to ensure that adjoining hedges trees and crops are not adversely affected and in the event of damage occurring to make good or replant as necessary;

2.15 not to park any vehicle on the Allotment other than on a temporary basis i.e. in connection with a particular visit on any one day;

2.16 to notify the Council of any change of address of the Tenant;

2.17 to yield up the Allotment at the determination of the tenancy hereby created in such condition as shall be in compliance with this Agreement;

2.18 to permit any officer agent or other representative of the Council to enter on the Allotment to inspect the condition thereof and of any building thereon or being erected thereon;

2.19 to observe and perform any other special conditions which the Council considers necessary to preserve the Allotment from deterioration and of which Notice shall be given in writing to the Tenant;

2.20 at all times during the tenancy to observe and comply fully with all enactments statutory instruments local parochial or other byelaws orders or regulations affecting allotment gardens;

2.21 the Tenant shall insure and/or otherwise secure any of his/her personal property on the Allotment and the Council shall have no responsibility therefor

2.22 if the Tenant be in breach of the foregoing provisions of this Agreement for a period of one month or longer the Council may re-enter the Allotment and the tenancy shall thereupon terminate BUT without prejudice to any right of the Council to claim damages

3.

for any such breach or to recover the costs of clearing and/or making good the condition of the Allotment or to recover any rent due and remaining unpaid at the time of such re-entry

3. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his/her part herein contained may peaceably use and enjoy the Allotment without any interruption by the Council or any person claiming under or in trust for the Council

4. Any Notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Council's Clerk or Solicitor and may be served on the Tenant either personally or by leaving it at his/her last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to him/her there or by fixing the same in some conspicuous manner on the Allotment.

5. Any case of dispute between the Tenant and any other occupier of an allotment garden on the Council's allotment site aforesaid shall be referred to the Council whose decision in the matter shall be final

IN WITNESS whereof the parties hereto have hereunder set their respective hands

SIGNED for the Council
by its Clerk
in the presence of:-

Witness' signature
Print full name
Address

SIGNED by the Tenant
in the presence of :

Witness' signature
Print full name
Address

INVOICE

Date of issue for period 1st April 2021 - 31st March 2022

Rent due: £.....for Allotment(s) No.....

Signed for the Council by its Clerk.....

Rent enclosed: £.....

Signed by the TenantDate.....

Jill Brown, Clerk to Lound Parish Council, 25 The Street, Lound, Suffolk NR32 5LW