SANDON PARISH COUNCIL

ALLOTMENT LEASE

ADOPTED 12th APRIL 2021

REVIEWED OCTOBER 2024

TO BE REVIEWED OCTOBER 2026

THIS AGREEMENT made on the [*insert date*] day of [*insert month*] 2021 between Sandon Parish Council of Recreation Ground, Rectory Chase, Sandon ('the Council') and [*insert full name of tenant*] of [*insert tenant's address*] ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at the bottom of Hall Lane, Sandon and referenced as [*insert number*] in the Council's Allotment Register ('the Allotment Garden') [outlined in red for identification purposes only on the plan attached].

2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1st day of April 2020 [and thereafter from year to year] unless determined in accordance with the terms of this tenancy.

3. The tenant shall pay a yearly rent of £10.00 which is payable for every year after the first year of the tenancy in full on the 1st day of April each year. In addition, the tenant will share the annual cost of the water bill. This will be levied in proportion to the plot size (plots considered as being of equal area unless they are a half plot).

4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by him/herself and his/her family.

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

6. The tenant shall reside within Sandon Parish during the tenancy.

7. 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 other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade;
   d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent;
   e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
   f) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission, 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;
   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 Allotment Garden;
   i) trim and keep in decent order all hedges forming part of the Allotment Garden;
   j) not plant any 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 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 [shaded brown for identification purposes only on the plan attached].
   o) not, under any circumstances, use old carpets, or any other manufactured material containing adhesive and/or other weed suppressants to control growth during winter months (Environment Agency Regulation).

8. The tenant shall observe 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.

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

10. 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 the 1st day of April or on or after the 29th day of September in any year.

11. The tenancy may be terminated by the Council by service of 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 Sandon Parish.

12. 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.

13. 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.

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

15. 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 tenant.

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

Signed by

……
The tenant

and

…….[*signature of the Council's Proper Officer*]
TED MUNT CLERK SANDON PARISH CLERK
For and on behalf of the Council