

Allotment Garden Tenancy Agreement

between

Daventry Town Council

and

N Other

Summary Information	
Landlord:	Daventry Town Council
Tenant:	
Allotment Garden Plot Number	Plot ____ Daneholme / Drayton / Staverton Road / Welton Road Allotments
Area (approximate)	____ Square Metres
	____ Square Poles
Initial Rent Payable	£ ____
Tenancy Commencement Date	25 th March 2009
Rent payable on the signing of this agreement	£ ____

Date of Agreement: ____ 2009

This Agreement is made between:

- (i) **DAVENTRY TOWN COUNCIL** of Suite 1, Bishop Crewe House, North Street, Daventry, NN11 4GH (hereinafter, "the Council") of the one part ; and
- (ii) _____
of _____
(hereinafter, "the Tenant") of the other part

TENANCY

The Council agrees to let and the Tenant agrees to take on a yearly tenancy **Allotment Garden Plot Number _____ at the Daneholme / Drayton / Staverton Road / Welton Road Allotments** in the Register of Allotment Gardens provided by the Council and comprised of ____square metres (____ square poles) or thereabouts at the yearly rental of £ ____ payable annually in advance and at a proportionate rent for any part of a year over which the Tenancy may extend.

This Tenancy is subject to the Allotments Acts 1908 -1950; to any Regulations appended to or endorsed on this Agreement; and to the following Conditions:

1. The Rent shall be paid on the ____ day of _____ in any year.
2. The Tenant shall use the plot as an Allotment Garden only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the Tenant and his (her) family) and for no other purpose and to keep it clean and free from weeds and in a good state of cultivation and fertility and in good condition.
3. The Tenant shall not underlet, assign, or part with possession of the Allotment Garden or of any part thereof without express written consent of the Council.

CONDITIONS OF TENANCY

4. 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 occupiers of the Allotment Gardens.
5. The Tenant shall not extend his/her plot by digging up any adjacent roadway or path or by encroaching on adjoining plots.
6. The Tenant shall not deposit or allow other persons to deposit upon the plot any earth or other materials excepting only manure in quantities such as may reasonably be required for immediate use in cultivation. No manure rubbish, weeds or any other obstruction shall be placed by, or on behalf of, any tenant in any road, path or ditch or on any adjoining land.

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7. Any vehicle or machine brought onto an allotment site by or on behalf of any tenant shall not obstruct any roadway or cause any damage to any part of the allotment. Should any such vehicle or machine cause any damage whatsoever the tenant responsible for the entry of this vehicle or machine will be liable to pay compensation for the damage caused.
8. The Tenant will be solely responsible for all personal belongings and equipment on the allotment site.
9. No bonfires shall be made upon any allotment so as to cause damage to any path, tree or hedge or to any plants on adjoining plots. Such fires as are necessary shall only burn garden rubbish from the tenant's plot and shall not cause annoyance or fumes to the owners or occupiers of neighbouring dwelling houses or to the users of nearby highways.
10. Bonfires are to be in a cleared area at a distance of at least 10 metres from any property and must not be left unattended at any time. Fires must be extinguished at least one hour prior to leaving the site or one hour before sunset, whichever is the earlier. Fireworks are not allowed on allotment sites.
11. The Tenant shall not, without express written consent of the Council, plant any trees other than soft fruit bush trees and these are to be kept clear of adjoining plots.
12. The Tenant shall not, without express written consent of the Council, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, clay or earth.
13. The Tenant shall not keep any livestock on the allotment except that permitted under Statute without the prior express written consent of the Council.
14. The Tenant shall keep every hedge which forms part of the boundary of his Allotment Garden properly cut and trimmed, shall keep all ditches properly cleansed and maintained, and shall keep in repair any other fences and any other gates and sheds on his Allotment Garden.
15. The Tenant shall not use any barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Garden.
16. The Tenant shall not, without express written consent of the Council, erect any building on the Allotment Garden, and shall be responsible for removal of any building on or before expiry of the Tenancy.
17. As regards the Allotment Gardens: the Tenant shall observe and carry out any and all conditions and covenants contained in any Conveyance, Lease or other legal document under which the Council holds the land.

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18. Any Member of or Officer of the Council shall be entitled at anytime when directed by the Council, to enter on and to inspect the Allotment Garden.
19. Neither the tenant nor any other person authorised by them to enter the allotment shall trespass on any other plot.

TERMINATION OF TENANCY

20. The Tenancy of the Allotment Garden shall terminate on the Yearly Rent Day after the death of the Tenant. On the death of a tenant, his/her personal representative will be permitted to continue the occupation of the plot until the end of the current year (i.e. 25th March). That person will have the opportunity of taking over the tenancy provided that he/she gives written notice in advance to the Town Clerk of his/her wish to do so.
21. The Tenancy may also be terminated by the Council by re-entry on to the land after one months notice:
 - 21.1 if the Rent is in arrears for not fewer than 40 days ; **or**
 - 21.2 where the Tenant is not duly observing and/or carrying out the terms of the Tenancy ; **or**
 - 21.3 where the Tenant becomes bankrupt or compounds with his creditors.
22. The Tenancy shall terminate whenever the Tenancy or Right of Occupation of the Council shall terminate.
23. The Tenancy may be terminated by giving the tenant 3 calendar months previous notice, in writing on account of the plot being required by the Council
 - (a) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision; or
 - (b) for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those provisions.
24. The Tenancy may also be terminated by the Council or by the Tenant by the giving of twelve (12) months previous notice in writing; such notice to expire not later than **March 25th** (Lady Day) or not earlier than **September 29th** (Michaelmas) in any year.

By virtue of **section 1(1)(e) of the Allotment Act 1922** the date of expiry of notice must not fall between Lady Day and Michaelmas.

