

THE NATIONAL ASSOCIATION OF LOCAL COUNCILS

**TENANCY AGREEMENT
FOR ALLOTMENT GARDENS**

An agreement made the day of, between the Lane End Parish

Council of, Beech House, 39 Beech Avenue, Lane End, HIGH WYCOMBE HP14 3EQ (hereinafter called the Council)

and of

..... (hereinafter called the tenant) whereby:

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy of the Allotment Garden of the approximate area of, being part of the Allotments provided by the Council at number in the Council's Allotment Register.
2. The tenant shall pay a yearly rent of £..... by the 1st day of October each year and the first such payment shall be due at the commencement of the tenancy.
3. The tenancy may be terminated by either party to this agreement serving on the other not less than twelve months written notice to quit expiring on or before the 6th day of August or on or after the 29th day of September in any year.
4. The tenant shall reside within the **Lane End Parish** during the continuance of the tenancy.
5. The tenant shall during the tenancy carry out the following obligations:
 - a. The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated.
 - b. No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the Allotments provided by the Council.
 - c. No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits for the tenant's own domestic consumption.
 - d. No dog shall be brought into or kept in the area of the Allotments by the tenant or by anyone acting with his authority or approval.
 - e. The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden.
 - f. The tenant shall not erect any building or other permanent structure on the Allotment Garden nor fence the Garden without first obtaining the written consent of the Council.
 - g. The tenant shall maintain in decent order all hedges forming any boundary of the Allotment Garden and shall keep trim and keep in decent order all hedges forming any boundary of the Allotment Garden.
 - h. The tenant shall not without first obtaining the written consent of the Council, cut, lop or fell any tree growing on the Allotment Garden.
 - i. The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself or his family.
 - j. The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
 - k. The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens
6. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
7. If the tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer the Council may re-enter upon the Allotment Garden and the

tenancy shall thereupon come to an end 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.

8. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
9. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of this agreement.

Signed: Clerk to the Lane End Parish Council

Signed: Tenant

NOTES which do not form part of the Agreement

1. Additional terms may be added to this Agreement to suit special situations and inappropriate terms may be removed BUT Clauses 1 to 3, 5 (i) and 7 to 9 must appear in any Agreement.
2. The rent (see Clause 2) can be made payable in instalments, if desired, but not more than one-quarters rent may be required in advance unless the annual rent is less than £1.20 when any of it may be demanded in advance.
3. As a result of the decision in *Wombwell U.D.C v Burke* (1966) 1 All E.R.911 no other dates for notices to quit than those in clause 3 can be specified.
4. See Clause 5 (c). Under section 12 of the Allotments Act 1950 a tenant cannot be prevented from keeping hens or rabbits for domestic use.
5. The compensation rules are:
 - i. A tenant may remove any fruit trees or bushes or other improvements planted or made by him or for which he has paid a previous tenant; or receive compensation for his fruit trees, bushes, strawberries, asparagus and rhubarb.
 - ii. If the tenancy is terminated by the Council's notice to quit or by the ending of the Council's tenancy where it has a landlord, the tenant may claim compensation for the crops growing on the land in the ordinary course of cultivation or for manure applied to it.
 - iii. If the tenancy is terminated by the ending of the Council's right of occupation the tenant is entitled to the equivalent of one year's rent from the Council as compensation.
 - iv. The Council is entitled to compensation from the tenant for any deterioration in the land arising from the tenant's failure to keep it clean and in a good state of fertility.
6. No stamp duty is payable on the Agreement.
7. If the allotment is more than 40 poles, or the letting is to an Allotment Society this form should not be used. Advice on these two cases can be obtained from the County Association.