

**TENANT'S OBLIGATIONS-** The tenant hereby agrees with the landlord as follows:

1 **To Pay Rent** – to pay rent in advance to the Landlord without any deduction, (except as provided by law) on the first day of October each year and during the continuation of this tenancy.

2 **Use of Land**—to use the said land solely as an allotment garden in accordance with the relevant Allotment Acts, or used for other such recreational purpose as the landlord may from time to time agree in writing. Any business use is strictly forbidden.

3 **Cultivation-** to keep the said land in good condition and reasonably free from weeds and well maintained in a good state of cultivation, fertility and tidiness, and to keep a pathway included therein or abutting thereon, or in the case of any shared pathway abutting on the said land and any other allotment garden(s) the half-width thereof, reasonably free from weeds and rubbish. To properly spray, cut or pull up any thistles, ragwort, brambles and any other noxious weeds on the allotment plot.

4 **Water Usage** – On sites where water is supplied the consumption costs of the water provided by the Council on site will be met by Council subsidy and the water surcharge included in the annual rent levied by the Council. All tenants must use the water sensibly at all times to eliminate excessive consumption costs and wastage. Whilst sprinkler systems and prolonged use of hoses will not normally be permitted under normal climatic conditions, some flexibility on this restraint will be allowed during periodic dry spells to alleviate any hardship suffered by gardeners, and in no circumstances must these be left unattended. The water supply will normally be turned off from 31st October until the 1st of April of each year, with provision for the water supply to be turned on for a limited short period to allow tenants to fill containers if hardship or difficulty is being experienced during a particularly dry Spring. The Council must be advised through the Clerk on the occasions when these provisions are required, and approval must be given. A prominent notice must be displayed on site in the Council notice board, informing all tenants, prior to the water being turned on for any period during the closed season. The Council shall review the water consumption costs and water surcharge levied on tenants at regular intervals.

5 **Use of Chemical Sprays and Fertilisers** – the tenant will take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or neighbouring allotments and comply at all times with current legislation.

6 **Nuisance** – not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or neighbouring land nor to obstruct or encroach on any path or

roadway used by the Landlords or by the owners or occupiers of any adjoining or neighbouring property.

7 **Restriction on Assignment etc.**- not to assign, charge, sub-let or to part share the possession, occupation or use of the said land or any part or parts thereof or suffer any person to occupy the said land or any part or parts thereof as a Licensee.

8 **Vehicles** – not to bring or place any vehicle, tractor, mini digger, caravan, trailer or vehicle parts on to the allotment, without the written consent of the Landlord.

9 **Speed Limit** – to adhere to the site speed limit of a maximum of 10 mph

10 **Fire Arms** – not to use any fire arms including air rifles on the allotment site.

11 **Vermin Control** – the tenant to take reasonable steps to control vermin on their plot. Any significant problem should be reported to the Landlord.

12 **Timber** – not without the written consent of the landlord to cut or prune any trees or other timber or to take, sell or carry away mineral, sand, earth or clay

13 **Hedges, Fences, etc.** – to keep every hedge on the boundary of the said land properly cut and trimmed to a maximum height of 2 metres, and all drainage ditches properly cleansed and maintained, and to keep in good repair any existing boundary fences and gates on the said land and not to erect any fence whatsoever sub-dividing the inside of any plot.

14 **Buildings etc.**-

(a) Not without the written consent of the Landlord to erect, construct, place or lay any buildings, structure or works on the said land or any part or parts thereof provided that consent shall not be unreasonably refused under this clause to the erection of any building reasonably necessary for the keeping of hens, or to the erection of a garden shed, polytunnel or greenhouse. Materials chosen should be neutral in colour and sympathetic to the surroundings.

(b) Before the expiration of any tenancy or sooner, to take down and remove any sheds, greenhouses etc., erected or owned by the tenant, making good all damage to the allotment thereby. Any structures not removed on expiration of the tenancy shall become the property of the Council and will be disposed of in accordance with the waiting list.

15 **Barbed Wire**- not to use barbed wire for or on any existing or new fence on the boundaries of the said land.

16 **Restrictions on Cropping-** not without the written consent of the Landlord to plant any woodland trees or bushes or any crops which require more than two years to mature. Small fruit trees and bushes will be permitted, along with asparagus beds, rhubarb and similar long- term edible crops.

17 **Depositing Refuse-** not to deposit or allow other persons to deposit on the said land any refuse or household waste (except manure and compost in such quantities as may be reasonably required for the use in cultivation) or place any refuse or decaying matter in the hedges or ditches adjoining the said land.

18 **Dogs-** All dogs brought on the site must be kept under control and not allowed to foul footpaths or roadways. No dogs to be kennelled on the gardens overnight.

19 **Restrictions in Keeping Animals-** not without the written consent of the Landlord to keep any animals, hive bees or livestock of any kind on the said land. This includes such as horses, pigs, sheep, goats, geese, cockerels and similar large animals, but might exclude fowl of most kinds (excepting geese and cockerels) and caged rabbits, depending on the site location. You must always seek written permission from the Landlord to make sure.

20 **Not to Display Advertisements etc.-** not to display or permit to be displayed on the said land, or on any part or parts thereof, any sign, notice, placard, advertisement or writing of any kind whatsoever.

21 **Inspection-** to permit the Landlord at any time to enter on to the said land to inspect the state and condition thereof.

22 **To Yield Up-** to yield up to the Landlord vacant possession of the said land on the termination of this tenancy in a condition consistent with the due performance by the Tenant of the provisions of this Agreement.

23 **Change of Address-** that the Tenant shall inform the Landlord forthwith of any change of address

## **LANDLORDS OBLIGATIONS**

The Landlords hereby agrees with the tenant as follows-

1 **Rent Review-** any proposed increase in rent will be advised six months in advance.

2 **Refund-** that no refund will be given after the 31<sup>st</sup> of December in any year for allotments taken up and subsequently cancelled. Pro-rata refunds will be given for the remaining full months to the end of September for cancellation by the end of December.

3     **Repairs-**the landlord will only be responsible for repairs and maintenance to the boundary fencing, gates and access tracks taking into account the annual maintenance budget set by the landlord. This does not include any internal fencing dividing plots, or any hedges at all. The Landlord will also be responsible for land drainage of the site generally but excluding clearing drainage ditches within or closely abutting the allotment.

4     **Rent-**the landlord will provide an annual invoice to the tenant, but full payment is due by the end of October of each year whether or not an invoice is sent or received.

5     **Data Protection Act-**for allotment management purposes, the landlord will keep a record of each tenant's address and contact details both on computer and in paper records, (a copy of this tenancy agreement for instance

By signing this agreement, you are authorising the Landlord to store and use this information for purposes stated above.

#### **TERMINATION OF TENANCY**

It is further agreed between the Tenant and the Landlord that the tenancy shall terminate as follows:-

1     Either party giving 6 months notice in writing expiring on either 1st April or 30th September in any year. The Landlord may waive the 6 months notice upon written request of the tenant.

2     By re-entry by the Landlord at any time after three months' previous notice in writing to the Tenant on account of the said land being required for purposes other than as an allotment garden or for roads or sewers necessary in connection with any of those purposes.

3     By re-entry by the Landlord at any time after giving one month's previous notice in writing to the Tenant:-

- a)     If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not;
- b)     If there has been a breach by the tenant of any term or condition of the tenancy
- c)     If the tenant shall become bankrupt or compound with his creditors

4     The Landlord shall not be liable to make good or pay compensation for any damage or loss whatsoever cause directly or indirectly by the existence of poles or overhead or underground cables, or appliances and all other works edifices and machinery over or within or adjacent to the said land

## **NOTICES**

1 Any notice required to be given by the Landlord to the Tenant may be signed on behalf of the landlord by the Parish Clerk, or such other Officer as the Landlord may from time to time designate, and may be served on the tenant either personally, or by leaving it at his last known place of abode, or, by registered or recorded delivery letter addressed to them there, or by fixing the same in some conspicuous manner on the allotment garden comprised in this Agreement. Any notice required to be given by the Tenant to the Landlord shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Parish Clerk or such other Officer as the Landlord may from time to time designate.

2 Any marginal notes to this Agreement shall not form part thereof, unless specifically referred to in any covering letter or previously agreed to by both parties.

## **THE FIRST SCHEDULE EXCEPTIONS AND RESERVATIONS**

### **1 Right of**

The right with all necessary machinery equipment vehicle and horses to enter upon the said land or any part or parts thereof for the purpose of exercising any of the rights hereinafter excepted and reserved for the purpose of inspecting the state used and conditions of the said land or any neighbouring land of the Landlords and the making of any necessary tests thereon provided always that the Landlords shall make good all damage caused by or arising from such entry or at their option make reasonable compensation to the Tenant for any damage in consequence of the exercise of the rights hereinafter excepted and reserved.

### **2 Wayleaves**

The benefit of all wayleave contracts (whether existing at the date of this Agreement or entered into during the continuance of this tenancy) and all other contracts existing at the date of this Agreement and affecting the said land or any part or parts thereof and all rents and other monies payable thereunder and the power to carry out the Landlords cost anything required to be done thereunder by the Landlords.

### **3 Right of Way**

All rights of way (if any) hitherto used or enjoyed across the said land or any part or parts thereof whether by the landlord or their tenants in respect of other property of the Landlords or otherwise howsoever.

### **4 Planning Permission**

Consents under the Town and Landlord Planning Act for development involving change of use (including use of land for storage, keeping of horses, vehicles and

caravans); and/or the erection of new structures (including sheds, greenhouses and poly tunnels). The tenant shall be responsible for obtaining all such consents as required by the local planning authority. Such consents must be obtained prior to implementation of any works or change of use.

Please also note that as such requests, irrespective of any application for planning permission - Please read paragraph (14) (a)

## **5 Contracts**

The Contracts (Right of Third Parties) Act 1999 is hereby included and shall not apply hereto.

## **THE SECOND SCHEDULE**

### **1 Subjections**

The public and private rights of way and all other easements and agreements (if any) affecting the said land or any part or parts thereof.

**Easington Village Parish Council**

SIGNED by: -

The Chairman  
Easington Village Parish Landlord  
Duly authorised on behalf of the  
Parish Landlord.

In the presence of: -

**The Allotment Tenant**

**I have read and understood the attached terms of this tenancy agreement and have signed below to agree to be bound on these terms.**

**SIGNED** by the said-

**Please sign your name below**

Witnessed in the presence of-  
**(Print witness name below)**

**Witness to sign their name below**

Address of Witness- .....  
..... Post Code .....

In the event of a tenant wishing to terminate the tenancy of an allotment, they **MUST** inform the Parish Clerk. Under **NO** circumstances may the person giving up the allotment transfer an allotment to another person.

**AN ALLOTMENT TENANCY AGREEMENT** made the ..... of .....

between:

Easington Village Parish Landlord, (hereinafter referred to as the Landlord) care of Parish Clerk, Seaton Holme, Hall Walks, Easington Village and

..... (hereinafter referred to as the Tenant), of the other part.

**WHEREBY IT IS AGREED AS FOLLOWS**

In this Agreement, the expressions below shall have the following meanings:-

“ the Tenant” - Shall mean the second party whose name and address is stated in (2) above, and who shall be over eighteen years old.

“**the Allotment Garden**” - Land situated at Sunderland Road allotment site within the Parish of Easington Village and being identified on the plan annexed hereto and verged or coloured red thereon (not exceeding 1/3 acre) intended to be cultivated by the tenant for the production of vegetable and fruit crops for consumption by the tenant and his family (subject to the exceptions and reservations contained in any deed under which the Landlord hold the Allotment Garden).

“**The Rent**” - The sum of **£XX** per plot payable yearly in advance on 1<sup>st</sup> October, (subject to annual review by sixth months prior notification).

“**The Term**” - - The period from the date of this Agreement continuing from year to year until determined as is hereinafter provided by either party

The Landlord agrees to let and the tenant agrees to take the allotment garden EXCEPT AND RESERVING into the Landlord and all persons authorised by them the interests, rights and powers and easements specified in the First Schedule to this Agreement for the term and thereafter continuing from year to year until determined as is hereinafter provided by either party.