

Tenancy Agreement for an Allotment Garden

This Agreement made on the day of 20... between Silloth-on-Solway Town Council of 5 Burnswark Terrace, Solway Street, Silloth ('the Council') and of ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Eden Street, Silloth and referenced as 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 day of 20.... [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 £..... whether demanded or not which shall be payable in full on the day of 20.... and for every year after the first year of the tenancy, on the first day of November.
4. The rent currently in force will be subject to annual review by the Council.
5. 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.
6. 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.
7. The tenant shall reside within Silloth during the tenancy.
8. 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) not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens;
 - j) trim and keep in decent order all hedges forming part of the Allotment Garden;
 - k) not plant any tree, shrub, hedge or bush, other than dwarf fruiting trees and/or fruiting bushes, without first obtaining the Council's written permission;

- l) 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;
 - m) shall permit the Council, their accredited representatives and persons acting on their behalf or with their permission, to enter and inspect the allotment garden at any time, and to carry out any works or repairs required or authorised by the Council;
 - n) take all reasonable precautions 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;
 - o) 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;
 - p) agree that any case of dispute between himself/herself and any other occupier of an allotment garden in the allotment field shall be referred to the Council, whose decision shall be final;
 - q) agree to inform the Council immediately of any change of his/her address;
 - r) keep the main entrance gate to the allotment gardens by which the Tenant gains access, closed and locked on entering and leaving the site;
 - s) shall not lock any access gate between allotment gardens without the prior written permission of the Council, to whom a copy of the key should be provided;
 - t) ensure that any dog brought into the said allotment site is securely held on a lead. Dogs must not be allowed to become a nuisance to others. Owners must act responsibly and clean any dog foul caused by their pet from the site;
 - u) remove any waste or refuse on the Allotment during the tenancy or on the termination of the tenancy howsoever determined, failing which the Council may seek to recover the costs of removal from the Tenant.
9. 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.
10. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
11. 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 6th day of April or on or after the 29th day of September in any year.
12. The tenancy of the Allotment Garden(s) shall terminate on the day when the next annual rent is due, after the death of the Tenant.
13. 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. the Tenant breaches of any of the terms and conditions of this Tenancy; or
 - c. the tenant lives more than one mile outside Silloth.
14. 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.
15. 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.
16. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.

17. On the termination of the tenancy:
- a) 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;
 - b) the tenant must be available to meet the Council for one final inspection of the allotment garden, if required;
 - c) only when the Council is satisfied that the plot has been left tidy, free from excessive weeds and general waste will the Council determine the agreement;
 - d) in the event that the tenant refuses or is unable to undertake the work necessary to return the plot, with all possessions and rubbish removed first, the Council will do the necessary work and reclaim the costs incurred from the tenant;
 - e) the Council will not reimburse for crops that remain on the plot after the tenancy has ended, or for any improvements made to the plot.
18. 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.

Contact details (*please print all*): These details will be used for correspondence & billing.

Signed:.....		Date:.....	
Title:.....	First Name:.....	Last Name:.....	
Address:.....			
Post Code:.....		Tel:.....	
Mobile No:.....			
Email:.....		Date of Birth:.....	

Two copies of this are required to be completed. One copy to be retained by the tenant and the second copy to be returned to the Town Council at the address below.

Signature (For and on behalf of the Council):

**Silloth-on-Solway Town Council, 5 Burnswark Terrace, Solway Street, Silloth, Cumbria, CA7 4EF
Tel: 0777 5686857 Email: townclerk@silloth-on-solway.co.uk**