

# An Agreement

made this.....day of ....., Two thousand and.....between the  
Silloth-on-Solway Town Council (hereinafter called the Council and.....

.....  
.....  
(hereinafter called the tenant) of the other part whereby the Council agree to let and  
the Tenant agrees to hire as a yearly tenant from.....day of....., Two  
thousand and....., the Allotment Garden numbered..... in the Register of  
Allotment Gardens provided by the Council at Eden Street, Silloth at the yearly rent of  
..... payable annually and at a proportionate rent for any part of a year over  
which the tenancy may extend.

The tenancy is subject to the Allotments Act 1908 to 1950 and to the regulations  
endorsed on this agreement and also to the following conditions:-

- (a) The first rent shall be paid on the 1<sup>st</sup> day of November..... and then the  
annual rent shall be paid on the first day of November in each year thereafter.
- (b) The tenant shall keep the Allotment Garden clean and in a good state of  
cultivation and fertility and in good condition;
- (c) 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  
occupiers of the allotment gardens.
- (d) The tenant shall not underlet, assign or part with the possession of the  
Allotment Garden(s) or any part thereof, without the written consent of the  
Council.
- (e) The tenant shall not, without the written consent of the Council, cut or  
prune any timber or other trees, or take, sell, or carry away any mineral,  
gravel, sand or clay.
- (f) The tenant shall keep every hedge that forms part of the Allotment  
Garden(s) properly cut and trimmed, keep all ditches properly cleansed, and  
maintain and keep in repair any other fences and any gates on the Allotment  
Garden(s).
- (g) The tenant shall not, without the written consent of the Council, erect any  
building on the Allotment Garden(s), provided that consent shall not be  
refused under this sub-paragraph to the erection of any building reasonably  
necessary for the purpose of keeping hens or rabbits.
- (h) The tenant shall not use barbed wire for a fence adjoining any path set out  
by the Council for the use of the Allotment Gardens.

(i) The tenant shall only store chemicals necessary for gardening purposes on site and stored in Manufacturers containers. All chemicals must be locked away and out of reach of children. Manufacturers instructions regarding safety, storage, mixing, disposal and use must be followed at all times. The Council recommends that Organic alternatives should be used whenever possible in preference to chemicals.

(j) The tenant shall reside within the Parish of Silloth during the continuance of the tenancy.

(k) The tenant shall, as regards the Allotment Garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land.

(l) Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden(s).

(m) 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, and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice:-

- (1) If the rent is in arrears for not less than 40 days; or
- (2) If the Tenant is not duly observing the Rules affecting the Allotment Garden(s), or any other term or condition of this tenancy, or if the Tenant becomes bankrupt or compounds with his creditors.

The Tenancy may also be terminated by the Council or Tenant by 12 months' notice in writing expiring on or before the 6<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September in any year.

Signed

..... *Authorised Officer of the Council*

Signed

..... *Tenant*