

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

THIS AGREEMENT is made the th day of 2010 between Harwell Parish Council (hereinafter called the Council) and of , Harwell, (hereinafter called the Tenant) by which it is agreed that:

1. The Council shall let to the Tenant for him/her to hold as tenant from year to year the allotment garden/s of the approximate area of not greater than 50m x 10m (being part of the allotments provided by the Council) at Green Road, Harwell and numbered in the Council's allotment register.
2. The Tenant shall pay a yearly rent of £10 per allotment or other such amount as is assessed by the Council on giving 12 months written notice to the Tenant. Rent is payable on 28th September in each year or proportion thereof from commencement of the tenancy.
3. The tenancy may be terminated by either party to this agreement serving on the other not less than twelve month's written notice.
4. The Tenant shall reside within the Parish of Harwell during the continuance of this tenancy.
5. The Tenant shall, during the tenancy, carry out the following obligations:
 - a) Keep the allotment garden/s in a decent and good condition and properly cultivated
 - b) Cause no nuisance or annoyance to other allotment holders or nearby residents
 - c) Keep no livestock or poultry of any kind unless otherwise agreed in writing by the Council. In the event that any Tenant is permitted to keep livestock, that Tenant will be responsible for ensuring steps are taken to deter rats and other vermin.
 - d) Not bring in or keep any dog in the area of the allotments
 - e) Not assign the tenancy nor sub-let or part with possession of any part of the allotment garden/s
 - f) Not erect any building or other permanent structure on the allotment garden/s nor fence any part thereof without the written consent of the Council. Not use any dangerous materials such as asbestos or barbed wire in the construction of fences and/or buildings.
 - g) Maintain in decent order all fences and ditches bordering the allotment garden/s and keep trim and in decent order all hedges forming any boundary of the allotment garden/s
 - h) Not cut, lop or fell any tree in the allotment garden/s without consent from the Council
 - i) Cultivate the allotment garden/s for the production of fruit, vegetables and flowers for domestic consumption only of him/herself and family
 - j) Permit the inspection at all reasonable times of the allotment garden/s by any Officer of the Council
 - k) Not obstruct or permit the obstruction of any paths on the allotments
 - l) Not store or keep any goods, vehicles, trailers or equipment on the allotment garden/s not applicable to its/their upkeep.

- m) Compost suitable material where possible, not dump rubbish (including compostable rubbish) in any part of the allotment area. The Council may charge for removing rubbish at District Council rates; these rates are available on the District Council website www.whitehorsedc.gov.uk .
 - n) Obey drought orders whenever they may be enforced by the water authority.
 - o) Approach the allotment site in a considerate manner, being mindful of the residents of Green Road.
6. The Council shall pay all rates, taxes, dues and other assessments which may at any time be levied or charged upon the allotment garden/s.
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/s and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any breach or to recover any rent already due before the time of such re-entry but remaining unpaid. The Council will write to the Tenant who is in breach of his/her Agreement a maximum of 3 times in any 12-month period, after which no further notice will be given and the Council will re-enter the plot.
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/s, the Tenant shall, before claiming any compensation from the Council, give to it notice in writing detailing any such compensation, whether 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.

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Harwell Parish Council

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Date

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Tenant

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Date