

Allotment Agreement for Underwood Allotments.

AN AGREEMENT made this day of 20..... BETWEEN THE **BISHTON COMMUNITY COUNCIL** (hereinafter called 'the Council') and, (hereinafter called 'the Tenant') of the other part **WHEREBY** the Council agrees to let, and the tenant agrees to take as a yearly tenant from the **1st** day of **April 2017** the Allotment Garden number/s [**Underwood Allotments**] in the Register of Allotments provided for the Bishton Community Council, and all containing (**est.**) **sq. metres**, or thereabouts, at the yearly rent of **£15.00** and at a proportionate rent for any period of less than a year over which the tenancy may extent, subject to the following conditions:

- a. The rent shall be paid yearly, in advance on the 1st day of April each year.
- b. The tenant shall cultivate the said land only as an allotment garden within the meaning of the Allotments Act, 1922, or any statutory amendment or re-enactment thereof and in particular shall not use the said allotment for the purposes of trade or business.
- c. The tenant shall keep the allotment garden at all times properly cultivated, fertilized and free from weeds and shall so deliver up the same on the determination of the tenancy.
- d. The Tenant shall repair any fences or other structures erected on the said allotment garden.
- e. The tenant shall not cause, permit or suffer any nuisance or annoyance to the Occupier of any other allotment garden or obstruct any path or road whether set out by the Council for the use of the public or the occupier of the allotment gardens, or otherwise. The tenant shall not cause a dog in his/her charge to be off a lead or suffer to be off a lead at any time whilst on the Allotment Site.
- f. The tenant shall not, without the previous written consent of the Council, erect on the allotment garden or suffer to be erected thereon any hoarding, advertisement, toolhouse, greenhouse, pigsty, goat pen, chicken coup or other structure or building of any kind.
- g. The tenant shall not use barbed wire for a fence adjoining any road or path whether set out by the Council or otherwise.
- h. A mains water supply shall be provided at the sole discretion of the Council. The tenant shall not connect a hosepipe or any other like irrigation equipment to the allotment site water supply. Watering cans and buckets or like receptacles are the only permitted containers allowed for the purpose of irrigation of an allotment garden. Water drawn from the allotment site supply shall not be removed beyond the allotment site boundaries in containers for any purpose whatsoever.
- i. The tenant shall observe and perform any other conditions, which the Council may from time to time consider necessary to improve the allotment or to preserve it from deterioration.
- J The tenant shall not assign, under-let or part with possession of any allotment the subject of these presents, or any part thereof, without the previous written consent of the Council.
- k. Should the tenant breach any of the above conditions the Council reserves the right to terminate the agreement with immediate effect.
- l. If the tenancy ceases before completion of the full term, either due to a breach of conditions or where the tenant decides to forfeit the allotment garden, there will be no proportionate refund for the remaining period of the tenancy.

AND IT IS HEREBY AGREED and declared as follows:

- 1. That any officer or Member of the Council authorised by the Council shall be entitled at any time to enter and inspect the allotment garden.
- 2. The tenancy hereby created may be determined by the Council by twelve months notice in writing expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year or by three months notice in writing expiring at any time if the allotment shall be required by the Council for any of the purposes mentioned in Section 1 of the Allotment Act, 1922, or any statutory amendment or re-enactment thereof and may be determined by the Tenant by three months notice in writing expiring on the second day of October or the second day of April in any year.
- 3. If the rent shall be in arrears for forty-two days whether legally demanded or not there shall be a breach of the conditions herein contained the Council may re-enter the said land without giving notice to quit and may expel the Tenant therefrom without prejudice to any claim by the Council against the Tenant.
- 4. The tenancy hereby created if not sooner determined by the Council or the Tenant as herein before provided, shall automatically determine on the death of the tenant and where the Council is seised of the allotment for a term of years shall determine immediately upon the determination of the said term of years.
- 5. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Council Clerk for the time being and may be served on the Tenant either personally or by leaving it as his last known address or by registered letter or letter sent by the recorded delivery service addressed to him/her there or by fixing the same in some conspicuous manner on the allotment garden comprised herein. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the **Council Clerk, 3 Dockwell Terrace, Station Road, Llanwern, Newport, NP18 2DX.**

As witness the hands of the parties hereto,

Tenant name: Signature

Address Tel:.....

Witness: **Council representative**