

AN AGREEMENT FOR RENTING OF ALLOTMENT PLOT AT THE DELL, HAZLEMERE, BUCKINGHAMSHIRE

Made the xx day of xx Two thousand and xx BETWEEN Hazlemere Parish Council (hereinafter called "the Council") and xx (hereinafter called "the Tenant")

The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the xx day of xx Two thousand and xx the allotment numbered xx on the Council's allotment site at The Dell at the yearly rent of Sixteen Pounds (£16.00) and subject to the provisos and conditions hereinafter contained.

The Tenant hereby agrees with the Council as follows:-

- to pay the rent hereby reserved by the date specified in the renewal or invitation letter in every year during the continuance of this tenancy without any deductions whatsoever;
- to use the allotment as an allotment and for no other purpose without the prior consent in writing of the Council;
- to keep the allotment clean free from weeds and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any path or roadway included therein or abutting thereon reasonably free from weeds;
- not to cause or permit any nuisance or annoyance to the occupier of any other allotment or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment within the said allotment site;
- not to underlet assign or part with the possession of the allotment or of any part thereof without the prior consent in writing of the Council;
- not without the prior consent in writing of the Council to cut or prune any timber or other trees or take sell or carry away any mineral gravel sand earth or clay;
- not without the prior consent in writing of the Council to erect any building on the allotment site;
- not to erect any fence or barbed wire adjoining any path set out for use of occupiers of the allotment site;
- not without the previous consent in writing of the Council, to plant any trees or fruit bushes which cannot be maintained at less than 2 metres high;
- not to deposit or allow other persons to deposit on the allotment any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges ditches or dykes situate in the said allotment site or in any adjoining land, except in an area or areas specifically designated for composting by the Council;
- No fires other than for the burning of vegetable matter arising from the allotment are permitted. No fire is to be left unattended and any fire must be extinguished at the end of the day;
- not to sell the produce of the allotment;
- to ensure that any dog brought into the said allotment site is securely held on a leash;
- not to keep any animals or livestock of any kind upon the allotment garden;
- when using any sprays or fertilisers take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and, in the event of damage occurring, to make good or replant as necessary; and to comply at all times with current regulations;

- not to park any motor vehicle on any part of the allotment site;
- to notify forthwith the Council of any change of address of the Tenant;
- to yield up the allotment at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained;
- to permit any officer or other agent or representative of the Council to enter on the allotment and inspect the condition thereof and of any building erected or being erected thereon;
- to preserve the allotment from deterioration and to take such remedial action as the Council by written notice may reasonably require;
- to reside, during the continuance of the tenancy within the Parish of Hazlemere or within one mile of the Parish boundary;
- At all times during the tenancy to observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the allotment garden; and
- Following any termination of the tenancy the Tenant shall not be entitled to recover from the Council any compensation whatsoever for loss of plant or improvement made to the allotment by the Tenant.

The Council hereby agrees with the Tenant that:

- The Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment without any interruption by the Council or any person claiming under or in trust for the Council;
- The Council will be responsible for trimming the trees that abut The Dell Allotments by the playground and for cutting the grass on the main path that leads from the gate through the centre of the allotments, but only to the extent that access is unobstructed, and
- The Council will pay the water charges for The Dell Allotments.

This tenancy shall terminate:

- on the death of the tenant, unless otherwise agreed by the Council at their sole discretion;
- by the Tenant giving to the Council notice in writing at any time on forfeiture of rent already paid;
- by the Council giving to the Tenant twelve months' previous notice in writing expiring on or before the last day of December in any year;
- if the Council shall be legally required to surrender rights to the property in the event of the property being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes, the Tenant shall equally comply with any such requirement;
- by re-entry by the Council at any time after giving one month's prior notice in writing to the tenant if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not;
- by re-entry by the Council at any time after the expiry of 28 days prior notice in writing to the tenant that has been breach of the conditions and obligations on the part of the Tenant for a period of more than two months and the breach has not been rectified during the above notice period.

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.

SignedTenant

SignedFor the Council