

Widford Parish Council

Allotment Tenancy Agreement

Agreement made this..... day of..... 20.....

between Widford Parish Council (hereinafter called "the Council) of the one part
and.....(hereinafter called "the tenant") of

the other part, whereby the Council agrees to let, and the tenant agrees to hire as
a yearly tenant from the..... day of..... 20..... ,
the allotment garden(s) numbered..... in the register of allotments
kept by the Council.

The tenancy is subject to the Rules of Tenancy made by the Council and set out herewith,
and to the Allotments Acts 1908 to 1950.

Signed..... Witness.....
Clerk to the Council/the Clerk's delegated Councillor

Signed..... Witness.....
Tenant

Rent due by (date)..... Date paid.....

Plot size..... Amount due £.....

RULES OF TENANCY OF ALLOTMENT GARDENS OWNED BY WIDFORD PARISH COUNCIL

Agreed by Widford Parish Council, 1st March 2016 (Minute 16.042.1)

The Tenancy is subject to the following conditions:-

1. The rent for the following year is to be paid on or before the date of Annual Meeting. The Annual Meeting is held in April each year, and to which all plot holders are invited. If the rent is not paid by this date and no other arrangements have been made between the plot holder and the Council's Allotment Working Group, it will be assumed that the plot holder is no longer interested in continuing his/her tenancy.
2. The Council's Working Group will administer the running of the allotments. The Working Group will consist of two representatives from the Parish Council, one of whom will be the Chairman of the Group. There can be up to 10 representatives from the plot holders and they will be

appointed at the Annual Meeting. The Council's Working Group will meet in Spring and Autumn each year, in addition to the Annual Meeting, or any other occasion if thought necessary.

3. The Tenant shall keep the allotment garden clean and in a good state of cultivation and fertility.
4. The Tenant shall not cause any nuisance or annoyance to the occupier of any of the other allotment gardeners, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
5. The Tenant shall not underlet, assign, or part with the possession of the allotment garden, or any part of it, without the permission of the Council's Working Group.
6. Should the Tenancy be terminated, for whatever reason, the Tenant will be expected to clear the plot of all equipment within a calendar month. **If plot holders fail to clear their vacated plot, the Parish Council will have the plot cleared, dispose of the equipment as they deem fit, and the plot holder will be responsible for the cost of the clearance.**
7. The Tenant shall not, without written consent, cut or prune any timber of other trees, or take, sell or carry away any mineral, gravel, sand or clay.
8. The Tenant shall not, without the consent of the Council's Working Group, erect any building on the allotment garden.
9. The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council's Working Group for the use of the plot holders.
10. The Tenant shall not bring any dog into the allotment field unless that dog is on a leash.
11. After the death of a Tenant holding a yearly rental, the tenancy will end on the date of the next Annual Meeting. If there is ill health or a change of employment which means that the plot holder can no longer maintain the plot, the tenant should contact the chairman of the Council's Allotment Working Group.
12. Any member of the Council's Working Group, or a member or officer of the Parish Council, shall be entitled at any time to enter and inspect the allotment gardens.
13. The tenancy may be terminated by the Council's Working Group:
 - a. If the rent is in arrears
 - b. If the tenant is not observing the terms of his/her tenancy, including the plot not being kept clean and in a good state of cultivation and fertility within the growing season (March to October). If this situation arises and no alternative arrangements have been discussed and agreed with the Leader of the Council's Working Group, the plot holder will be given 3 months notice to rectify the situation. Failure to comply with this will result in termination of the tenancy.

Legal termination procedures are set out under THE SCHEDULE in The Allotment Act 1922 s1, ss (1), as amended by the Allotments Act 1950 s1(1).
14. The Council's Working Group may from time to time make regulations concerning the running of the gardens as they see fit. Such regulations to be posted on the members' notice board.

14/04/2016