

WHEATLEY HILL PARISH COUNCIL

ALLOTMENT TENANCY AGREEMENT

made between

Wheatley Hill Parish Council (hereinafter called the Council)

and.....(hereinafter called the Tenant)

whereby the Council agree to let and the Tenant agrees to rent as a yearly tenant

Allotment numbered.....

Joanne Thompson
Clerk to the Parish Council
12 Western Park
Hawthorn
Seaham
Co Durham
SR7 8BF

This tenancy is subject to the Allotments Acts, 1908 to 1950 and to any regulations endorsed on this Agreement. Failure to observe and comply with the conditions will lead to eviction.

1. The Tenant must pay the rent in October each year. Rent levels will be subject to annual review by the Council.
2. The Tenant shall keep the Allotment clean, free from weeds, in a good state of cultivation and fertility and in good condition.
3. The Tenant shall not cause any nuisance or annoyance to the occupier of any other plot, or obstruct any path set out by the Council for the use of other tenants.
4. The Tenant shall not sublet, transfer, assign, or part with the possession of the Allotment, without the written consent of the Council.
5. The Tenant shall not alter the boundary of the Allotment in any way or help to alter another plot. The Tenant will be charged for the cost of all unauthorised alterations.
6. The Tenant shall not, without the consent of the Council, cut or prune any trees or timber, or take, sell, or carry away any mineral, gravel, sand or clay.
7. The Tenant shall keep every hedge that forms part of the Allotment cut and trimmed, keep all ditches cleansed, and maintain and keep in repair all fences and/or gates on the Allotment.
8. The Tenant must not erect any building on the Allotment, such as, but not limited to, structures, greenhouses, henhouses, pigeon lofts, fences, permanent concrete foundations or plant any hedges without the written consent of the Council.
9. The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council, or anywhere on the Allotment. If barbed wire is used, liability will lay with the Tenant.
10. The Tenant may bring a dog onto the site, so long as the animal is held on a leash and attended to at all times. The Tenant is responsible for the dog at all times and must ensure it is confined to the Tenants Allotment. If children are on the site the dog must be held on a leash. No dog is to be kept in a kennel on the Allotment at any time, or on the Allotment in any capacity overnight.
11. The Tenant must not keep animals or livestock on the Allotment with the exception of pigeons, poultry and rabbits. The keeping of cockerels, pigs, horses or any other livestock or animal is strictly prohibited.
12. The Tenant must not, nor assist another, to bring any horse or pony on to the Allotment at any time.
13. The Tenant must observe and comply with all enactments, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the Allotment. Under the Environment Protection Act 1990 it is an offence to emit smoke, fumes and gases from fires which can be prejudicial to health and cause a nuisance to neighbouring residents. Fires should be limited and controlled at all times and tenants are requested to be considerate to nearby tenants and residents when choosing a time to light a fire. A fire is not permitted when children are anywhere on the site.
14. The Tenant must not erect any notice or advertisement on the Allotment.
15. The Tenant must inform the Council immediately of any change of address.
16. The Tenant shall not trade or carry on business on the Allotment or on any part thereof.

17. Any officer or agent of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment. If any breach of tenancy is found, written notice will be given to the Tenant who will have 14 days to rectify the breach.
18. The Tenant shall not park or garage, any motor vehicle on the Allotment at any time, including for the purposes of motor repairs.
19. The Tenant must not use, or permit the use by any third party, the Allotment or any structure thereon for the purpose of human habitation.
20. The Tenant must not deposit or allow others to deposit on the Allotment any refuse, rubbish, or any decaying matter (except manure and compost for cultivation) or place or deposit any such matter anywhere on the site. The Tenant must inform the Council of such activity. If evidence of involvement in the above is found, full liability will lay with the Tenant, who will be charged for the removal of such matter.
21. Any dispute between Tenants will be referred to the Council whose decision shall be final.
22. The Tenancy of the Allotment shall automatically terminate on the death of the Tenant.
23. The tenancy may be terminated by the Council by re-entry after written notice:-
 - If the rent is in arrears for not less than 40 days;
 - If it appears to the Council that there has been a breach of the tenancy agreement by the Tenant and the Tenant has failed to comply within 14 days of any notice in writing by the Council served on the Tenant requiring him to remedy the breach;
 - If upon changing address the Tenant is then residing outside Wheatley Hill.
24. The Tenant shall remove from the Allotment all structures and permanent foundations installed by the Tenant within 28 days of termination of this tenancy, failing which the Council shall arrange for their removal and be entitled to recover the full cost thereof from the Tenant. After the period of 28 days, the outgoing Tenant ceases to have the right to enter the allotment without permission from the Council.
25. The tenancy may be terminated by the Council giving to the Tenant twelve months notice in writing.
26. The tenancy may be terminated by the Tenant by giving written notice to the Council.
27. The tenancy may be terminated by re-entry by the Council after three months' notice in writing in the event of the land being required for building, mining or any industrial purpose or for roads or sewers necessary in connection with any of those purposes.

I have read and understand the conditions outlined in this tenancy agreement and by signing below agree to be bound by all the conditions.

Signed:
Tenant

Date:.....

Signed:.....
Clerk to the Council

Date:.....