

**HIGH WYCH PARISH COUNCIL**  
**ALLOTMENT TENANCY AGREEMENT**

AN AGREEMENT made this                      day of                      BETWEEN the High Wych Parish Council (hereinafter called the Council) of the one part and xxxxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx (hereinafter called the Tenant) of the other part

WHEREBY the Council agrees to let and the Tenant agrees to take on a yearly tenancy from the                      4th day of April 2016

The allotment garden numbered            xx    at High Wych in the Register of Allotment Gardens provided by the Council containing            10    rods or thereabouts at the rent of  
£ xxxxx    payable yearly together with water charges. The Council will set the rate for the following year by 30<sup>th</sup> June prior to payment due 30 September.

The tenancy is subject to the provisions and conditions hereinafter contained.

The tenant hereby agrees with the Council as follows:

- i. The rent shall be paid on or before 30 September each year
- ii. To use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of the Council
- iii. To keep the allotment garden clean and free from weeds, maintain it in good condition and to keep the pathway or car-track included therein or abutting thereon reasonably free from weeds
- iv. To keep every hedge that forms part of the boundary of the allotment garden properly cut and trimmed
- v. Not to cause any nuisance or annoyance to the occupier of any other allotment or the occupiers of nearby residences. Nor encroach or obstruct any path or roadway set out by the Council within the allotment site
- vi. Not to underlet assign or part with the possession of the allotment garden or any part therefore without the written consent of the Council
- vii. Not without the prior consent in writing of the Council to erect any building on the allotment AND in regard to any building for which consent has been granted to erect the same in accordance with plans and specifications submitted to the Council by the Tenant
- viii. Not to deposit or allow other persons to deposit or introduce on the allotment garden household refuse garden refuse or decaying matter (except manure and compost in such quantities as may reasonably be required in cultivation)
- ix. The lighting of fires shall be confined to the tenant's allotment garden and not on waste or uncultivated land. Fires shall not be left unattended and shall be extinguished by dusk. Any smoke resulting from a fire shall not drift across the highway. The lighting of fires on Sundays is prohibited
- x. To ensure that any dog brought into the said allotment is securely held on a leash
- xi. Access to the allotment garden is restricted to the tenant. Any other person wishing to visit the allotment garden can only do so accompanied by the tenant
- xii. The riding of motor cycles and bicycles is prohibited
- xiii. To notify forthwith to the Council any change of address
- xv. Tenancies will not normally be granted to young persons under the age of 18 years. However a young person may have the use of the allotment garden under the tenancy granted to a parent/guardian who will be responsible for any condition breached by the young person.

- xvi. Children under the age of 16 are not allowed inside the allotment area unless accompanied by an adult.

The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his/her part contained in this agreement may peaceably use and enjoy the allotment garden without interruption from the Council

*The tenancy of the allotment garden may be determined by the Tenant giving three months written notice expiring on 29 September.*

The Council may re-enter the allotment garden at any time after giving one month's previous notice in writing to the tenant:

- a) If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not;

or

- b) It appears to the Council that there has been a breach of the conditions and obligations on the part of the Tenant herein contained

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it at the last known abode or by prepaid post addressed to him/her there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to their Clerk.

SIGNED.....

Tenant

DATE.....

SIGNED.....

HWPC

DATE.....