



## Sarratt Parish Council Allotment Tenancy Agreement

- (1) Name: \_\_\_\_\_ (4) Plot No. \_\_\_\_\_
- (2) Address: \_\_\_\_\_ (5) Size(full plot/half) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (6) Effective Date: 1<sup>st</sup> April 2021
- (3) Post Code: \_\_\_\_\_ (7) Telephone Number: \_\_\_\_\_
- (8) Email: \_\_\_\_\_

AN AGREEMENT made on the above date between Sarratt Parish Council (hereinafter called "The Council") by the hand of CAROLINE OWEN its Clerk and DULY AUTHORISED AGENT of the first part of THE ABOVE NAMED (hereinafter called "The Tenant") of the second part.

Whereby;

1. The Council agrees to let and THE TENANT agrees to take on a yearly tenancy from the effective date GIVEN ABOVE the allotment garden NUMBERED ABOVE on THE COUNCIL'S ALLOTMENT SITE OFF CHURCH LANE, SARRATT, HERTS at the YEARLY RENT for the time being demanded by THE PARISH COUNCIL and subject to the provisos and conditions hereinafter contained.

2. The above named allotments are provided under the Allotments Acts 1908-1950\*.

\*Local Government Act 1894, s 6(1)(c) and s 19, and Small Holdings and Allotments Act 1908 ss 33 and 61.

Small Holdings and Allotments Act 1908, s 23(2)

3. The Tenant hereby agrees with The Council as follows:-

- (i) To pay the rent hereby reserved on the first day of April or on receipt of a rent invoice at a later date in every year during the continuance of this tenancy without any deductions whatsoever. The rent will be subject to annual review by the Council
- (ii) a levy will be charged for rectification if a plot is left in a state of disrepair;

- (iii)** to use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of the Council;
- (iv)** to keep the allotment garden tidy, free from weeds and well manured and otherwise maintain it in good state of cultivation and fertility and good condition and to keep any pathway or roadway included therein or abutting thereon reasonably free from weeds.
- (v)** not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said allotment site;
- (vi)** not to underlet assign or part with the possession of the allotment garden or any part thereof without the prior consent in writing of the Council;
- (vii)** not without the prior consent in writing of the Council to cut or prune any timber or other trees in the communal areas or take sell or carry away any mineral, gravel, sand, earth or clay from the site of the allotments;
- (viii)** not without the prior consent in writing of the Council to erect any building on the allotment garden AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the Council by the Tenant;
- (ix)** not to erect any fence of barbed wire adjoining any path set out for use of occupiers of the allotment gardens;
- (x)** not without the previous consent in writing of the Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature;
- (xi)** not to deposit or allow other persons to deposit on the allotment garden 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;
- (xii)** no dogs are allowed on the allotment site.
- (xiii)** not to keep any animals or livestock of any kind upon the allotment garden without prior consent in writing of the Council.
- (xiv)** not to erect any notice or advertisement on the allotment garden;
- (xv)** to notify forthwith the Council of any change of address of the Tenant;
- (xvi)** to yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained;
- (xvii)** to permit any officer or other agent or representative of the Council to enter the allotment garden and inspect the condition thereof and any building erected or being erected thereon;
- (xviii)** to observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.

4. 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 garden without any interruption by the Council or any person claiming under or in trust for the Council.
5. The tenancy shall determine on the death of the tenant and may also be determined in any of the following manners:-
  - (a) by either party giving to the other twelve months' previous 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;
  - (b) by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden 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;
  - (c) by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant;
    - (i) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
    - (ii) if it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant herein contained; or
    - (iii) if the tenant shall become bankrupt or compound with his creditors.
6. 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 his last known place of abode or by prepaid post addressed to him 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 the Clerk of the Council for the time being.

Please observe and refer to the attached policies in regards to Rents and Cultivation Standards

1. National Allotment Society Policy Document 103. Rents
2. National Allotment Society Policy Document 108. Cultivation Standards

Further information can be found on the National Allotment Society website:

<https://www.nsalg.org.uk>

SIGNED: \_\_\_\_\_

TENANT

SIGNED: \_\_\_\_\_

CLERK TO THE PARISH COUNCIL

DATE: \_\_\_\_\_