



Sherborne Town Council

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Allotment Tenancy Agreement

This Agreement is made the _____ day of _____ 2016.

Between Sherborne Town Council (“the Council”) and
of _____ (“the Tenant”).

1. Allotment

1.1 Sherborne Town Council agrees to let, and the tenant agrees to take all that piece of land situated at _____ (“the Allotment Site”) numbered _____ on the Council’s allotment plan and containing approximately _____ lugs (“the Allotment Garden”).

2. Tenancy and Rent

- 2.1 The Allotment Garden shall be held on a yearly tenancy from 1 January at an annual rent of £4.50 per lug which is payable to the Council by the Tenant on the 1 January each year (“the Rent Day”).
- 2.2 Twelve months’ notice of any rent increase will be given by the Council to the Tenant.

3. Cultivation and Use

- 3.1 The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit, and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free from hazards, eg. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 3.2 The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)

4. Prohibition or Under letting

- 4.1 The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday.)

5. Conduct

- 5.1 The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 5.2 The Tenant must comply with the Conditions of Use attached as Schedule 1.
- 5.3 The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 5.4 The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 5.5 The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 5.6 Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 5.7 The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

6. Termination of Tenancy

- 6.1 The tenancy of the Allotment Garden shall terminate
 - 6.1.1 automatically on the Rent Day next after the death of the Tenant, or
 - 6.1.2 by the Tenant giving the Council one month's notice in writing, or
 - 6.1.3 by re-entry by the Council after 12 months previous notice in writing to the Tenant on account of the Allotment Garden being required:
 - 6.1.3.1 for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
 - 6.1.3.2 for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or
 - 6.1.4 by re-entry if the rent is in arrears for not less than 40 days, or
 - 6.1.5 by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
 - 6.1.6 by the Council giving the Tenant at least one month's notice in writing if, not less than three months after the commencement of the Agreement, it appears to the Council that the Tenant is resident more than one mile outside Sherborne parish boundary. (However, in these circumstances the Council *may* permit the Tenant to retain the tenancy, and in these cases the rent will be doubled.)
- 6.2 In the event of the termination of the tenancy, the Tenant shall return to the Council any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If, in the opinion of the Council, the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the Tenant. (Section 4 Allotments Act 1950)

7. Change of Address

- 7.1 The Tenant must immediately inform the Council of any change of address.

8. Notices

- 8.1 Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.
- 8.2 Any notice served on the Tenant should be delivered at or sent to his last known address. Any notice served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.
- 8.3 A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
- 8.4 A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 16.00 or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Executed by the Council by

In the presence of

Signed by the Tenant

In the presence of

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