

# Settle Town Council

## Allotment Tenancy Agreement

An agreement made on \_\_\_\_\_ [date]  
Between Settle Town Council ("the Council")  
and \_\_\_\_\_ ("the Tenant")  
of \_\_\_\_\_ [address]

The Council agrees to let, and the Tenant agrees to enter into a yearly tenancy

Commencing \_\_\_\_\_ [date] for the Allotment \_\_\_\_\_ [plot number]  
and containing \_\_\_\_\_ square metres or thereabouts  
at the current yearly rental of £\_\_\_\_\_

An invoice for the yearly rent payable by the Tenant shall be submitted to the Tenant by the Council and shall be payable within 14 days of receipt.

The yearly rent shall be subject to annual review and the Council will notify the Tenant each year of the rent for the forthcoming year following such rent review.

**This agreement is subject to the Allotment Acts including those of 1908 and 1950 and is subject to the following terms and conditions set out below.**

1. The Council shall not be responsible for any loss suffered by the Tenant or any third party whether by injury theft accident or any other cause.
2. No water, electricity, storage or other facilities shall be provided by the Council.
- 3a. The Tenant shall use the Allotment for the production of flowers, vegetable or fruit crops only for consumption by the tenant and his/her family and for no other purpose.
- 3b. Only trees which bear fruit and shrubs shall be grown on the Allotment. Any new or replacement fruit trees must be on dwarf rootstock which may be grown to a maximum height of 3m with all tree branches to remain in within the boundary of the Allotment and which should not obstruct any pathways, cause shading or root spread to neighbouring Allotments.
4. The Tenant shall not keep any animals or livestock of any kind upon the Allotment except hens or rabbits to the extent permitted by the Allotment Act 1950 s12 (1).
5. The Tenant shall keep the soil clean and free from noxious contaminants, livestock carcasses, and in a good state of cultivation and in good condition.
6. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment or to occupiers of neighbouring properties, nor shall the Tenant obstruct any path set out by the Council for the use of the occupiers of the Allotments.
7. The Tenant shall not underlet, assign or otherwise part with possession of the Allotment or any part thereof.
8. The Tenant shall not without the written consent of the Council, cut or prune any Hedges or trees outside of the Allotment.
9. Materials brought onto the site must be kept within the confines of the Tenants own Allotment and be for use in allotment gardening only in such quantities as may be reasonably required for use in cultivation. Please notify the Council in the case of a large delivery of inorganic material outside of the Tenant's Allotment.
10. The Tenant shall only use carpet or plastic sheeting designed for horticultural use that is in accordance with approved specification.

11. The Tenant shall be able to erect Allotment boundary fencing in accordance with the approved specifications.

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12. The Tenant may erect a shed, toolbox, greenhouse, or polytunnel on the Allotment in accordance with Council policy.

13. Any duly authorised representative of the Council shall be entitled at any time to enter and inspect the Allotment.

14. The Tenant shall adhere to the bonfire code as set by the Council.

15. The Tenant shall not use the Allotment for residential purposes nor shall the Tenant stay overnight on the Allotment.

16. The Tenancy of the Allotment shall terminate on the yearly rent date should the Council cease to be the lessee of the Allotment site or after the death of a Sole Tenant. In the case of a joint tenancy the surviving partner shall continue as the Sole Tenant.

17. The Council may terminate the Tenancy and retake possession of the Allotment on one month's notice to the Tenant on the occurrence of any of the following:-

- (i) The rent is in arrears for 40 days or more
- (ii) The Tenant is in breach of any of the terms or conditions of this agreement for 40 days or more
- (iii) The Tenant becomes bankrupt or enters into a composition with the Tenants creditors
- (iv) The Allotment remains uncultivated for 40 days or more (between March and September) without there having been prior consultation with and agreement to the non cultivation by the Council.

18. The Tenant may terminate this agreement at any time on 1 month's written notice to the Council, (no refund of unexpired rent shall be made in such circumstances).

19. In the event of termination of this agreement by either the Council or the Tenant then the cost of rectifying any breach of this agreement by the Tenant shall remain the responsibility of the Tenant. The Council may take such steps as it considers appropriate to enforce the Tenant's compliance.

20. In the event of termination of the Tenancy by the Tenant the Council shall allow reasonable time for the Tenant to remove any produce or trees.

21. No vehicles are allowed on Dog Meadow site at any time.

22. All dogs must be kept on a lead at all times or within the confines of a fenced Allotment in accordance with Council policy.

23. The Tenant shall not deposit any inorganic matter in any hedges ditches or dykes in the said Allotment site or in any adjoining land.

24. The Tenant shall on termination of the Tenancy be responsible for clearing any items such as wood, plastic, tools, other materials and items introduced by the Tenant to the Allotment and shall leave the Allotment in a clear and weed free condition ready for use by a subsequent Tenant.

25. In the event of any dispute not being resolved and brought to the attention of the Council. The Council is the final arbiter.

Signed: \_\_\_\_\_ (on behalf of Council) Signed: \_\_\_\_\_ (Tenant)

Date: \_\_\_\_\_

Date: \_\_\_\_\_