

ALLOTMENT TENANCY AGREEMENT



Gainsborough
TOWN COUNCIL

We agree to give and you agree to take a tenancy of the Allotment at the rent and on the terms and conditions set out in this Agreement and in the Terms and Conditions Guide.

'We' are

Gainsborough Town Council whose address for contact is:

Richmond House
Richmond Park
Morton Terrace
Gainsborough
Lincolnshire DN21 2RJ

Our Telephone Number is: 01427 811573

Our email address is:
townclerk@gainsboroughtowncouncil.co.uk

'You' are

Your (home) address for contact is:

Your Telephone number is:

Your email address is:

Signed on Our behalf:

Signed by You:

In this Agreement, 'We' and 'You' mean the people mentioned above. We also use words like 'Our', 'Your' and 'Us' to mean the same thing.

Date of Agreement:

Type of Tenancy: Single Tenancy Joint Tenancy

Which site? Please tick box	North Warren Road	<input type="checkbox"/>	
Foxby Hill	Showfields	<input type="checkbox"/>	Plot Number:
Love Lane	Spital Hill	<input type="checkbox"/>	

The rent for the Allotment at the start of the tenancy is _____ per year.
Your tenancy includes the right to gain access to the Allotment over the accessways which form part of the allotment site and we retain the right to enter the Allotment at all reasonable times to examine its state and condition and for any reasonable cause.

The tenancy starts on _____
You may end the tenancy by giving us one months notice which you may do at any time.
We can end the tenancy for any of the reasons given in Condition 20 of this Agreement.

I have read the Terms and Conditions Guide

I want to keep hens and/or rabbits and I have given my emergency contact details and read the Town Council's *Animals on Allotments* policy

1. You must pay the rent in advance on 25th March in each year.
2. You must use the Allotment only as an allotment garden, as shown in Section 22 of the Allotment Act 1922.
3. You must keep the whole of the Allotment properly managed and clear of litter.
4. You must keep any buildings and other structures on the Allotment in good repair and condition.
5. You must keep the inner half of any hedges on the edge of the Allotment in good condition and cut them at least once each year, if needed. They must only be cut between October and February. Hedges between plots should be no higher than 150cm (5ft) and hedges at the edge of a site should be no higher than 180cm (6ft).
6. You are only allowed to plant fruit trees on the Allotment and these should be grown on dwarfing or semi-dwarfing rootstocks. Fruit trees must not make up more than 25% of the total area of your plot when they are fully grown.
7. You may keep rabbits and hens on the Allotment but they must be kept according to the Animal Welfare Act 2006 and the Town Council's 'Animals on Allotments' policy. **If you want to keep hens and rabbits you must complete an emergency contact form before you sign this allotment tenancy agreement.** No other livestock of any kind must be kept on the Allotment without our written permission to do so.
8. If the allotment site has a mains water supply, You must pay the proper charges for this and You must not waste water or misuse the supply.
9. You must make sure that any bonfires are watched at all times, do not cause nuisance and are fully extinguished before you leave the Allotment.
10. You must be prepared to take Your general rubbish off site with You for recycling or to include in Your bin collection service and You must not let such rubbish build up on Your Allotment.
11. You must not transfer, sell, sublet or give up Your control of the whole or any part of the Allotment.
12. You must not carry on any business or trade of any kind whatever on the Allotment.
13. You must not allow any dogs anywhere on the allotment site, except when secured by a lead or chain.
14. You may not store oil, fuel, lubricants or other flammable liquids in any shed or in any place on the Allotment.
15. You must take all reasonable care when using any sprays or fertilisers to make sure that any hedges, trees and crops are not damaged or water supplies polluted.
16. You must not do or allow anything on the Allotment which might be (or become) a nuisance, annoyance or danger to neighbouring property or its owners or occupiers.

17. Only You, or people acting for You, are allowed to bring cars onto the allotment site for carrying gardening materials, equipment and produce.
18. You must tell Us, at the address on the front cover of this Agreement, if You change Your address or other contact details.
19. At the end of Your tenancy (however it comes to an end) You must give back the whole of the Allotment to Us in a tidy condition and properly cultivated. You must also return any keys for the allotment site You may have. If We ask you to, You must also remove anything you have added during Your tenancy and return the Allotment to the condition it was in at the start of Your tenancy. We may charge You if You do not complete this to Our reasonable satisfaction.
20. We and You also AGREE the following:
 - 1) We may take back the Allotment to end Your tenancy immediately in the following situations:
 - a) If you break any of the terms and conditions of this agreement and you continue to break them, even after we have written to you and asked you to stop, or
 - b) If you do not pay the rent within forty days of it becoming due each year;

BUT even if we take back the Allotment in these situations, we may still take other action against You (such as, to recover the cost of clearing an untidy Allotment);
 - 2) We may take back the Allotment early to end Your tenancy if it is needed for any of the reasons given in Section 1(1) of the Allotment Act 1922. We will write and give You three months notice if we have to do this;
 - 3)
 - i) If We need to contact You about any of the terms and conditions in this Agreement, We will write to You at the address you have given us (or Your last known address). We may also fasten a copy of our letter to a place on your Allotment where it can be clearly seen.
 - ii) If You need to contact Us about anything in this Agreement, then You should write to Us at the address on the front cover of this Agreement and deliver your letter by hand or by ordinary post.
 - 4) If You leave any property on the Allotment after Your tenancy has ended it can be removed and sold but we will write to you and ask you about it first (at Your address or Your last known address).