

Selby Town Council - ALLOTMENT GARDEN TENANCY AGREEMENT

This agreement to be read with and deemed to include the Town Council Allotment Rules.

SITE: PLOT NO:

(hereinafter called "the Allotment Garden")

AN AGREEMENT dated**BETWEEN SELBY TOWN COUNCIL**

(hereinafter called "the Council) of the one part and

of.....**Post Code**.....

Tel/ Mobile **Email**.....

(hereinafter called "the Tenant") of the other part

WHEREBY:

- 1 The Council agrees to let, and the tenant agrees to take on, a yearly tenancy from the first day of January, the Allotment Garden at the agreed specified yearly rent and subject to the provisions and conditions contained below.
- 2 The Tenant hereby agrees with the Council as follows:
 - (1) to pay the rent due on the 1st day of January in every year during the continuance of this tenancy without any deduction whatsoever;
 - (2) to use the Allotment Garden as an Allotment Garden and for no other purpose without the prior consent in writing of the Council;
 - (3) to provide a key to the allotment plot, at the time of signing agreement; access must be given, whenever required, with or without notice, at any time.
 - (4) to keep the Allotment Garden clean and substantially free from weeds and well fertilised with organic matter and otherwise maintain it in a good state of cultivation and fertility. To keep any pathway or track included therein or abutting thereon reasonably free from weeds;
 - (5) not to cause or permit any nuisance or annoyance to other users of the allotment site or local residents.
 - (6) not to obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment Site.
 - (7) not to sub-let, assign or part with the possession of the Allotment Garden or of any part thereof to any other person;
 - (8) not without prior consent in writing of the Council to cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay;
 - (9) not without the prior consent in writing of the Council to erect any building on the Allotment Garden AND in regard to any buildings for which consent has been granted (any building, accumulative must occupy no more than 25% of the Allotment Garden leaving 75% for cultivation) to erect the same in accordance with details submitted to the Council by the tenant (This does not include Westbourne Allotment, there are no structures allowed other than 1m high toolbox and Poly Tunnels (only if approved by Selby Town Council in writing) (see 10.2 of the Rules);
 - (10) not to erect any barbed wire fence, or similar, at all;
 - (11) not without the previous consent in writing of the Council to plant any trees or crops on the garden allotment which require more than twelve months to mature;
 - (12) to ensure that any dog brought into the said allotment site is securely held on a short leash, no dogs to be left overnight on site;
 - (13) not to keep any animals or livestock other than domestic chickens [not cockerels] and/or rabbits upon the Allotment Garden {maximum number of chickens is 15} (no animals or livestock to be kept on the Westbourne Road site);
 - (14) not to erect any notice or advertisement on the Allotment Garden – without the prior written consent of the Council;

- (15) not to use the Allotment Garden as a residence, either temporary or permanent;
 - (16) not to carry on a business from the Allotment Garden or Site, or use the Allotment Garden for commercial purposes;
 - (17) not to bring any firearm onto the Allotment Garden or Site;
 - (18) not to use/store any gas cylinders on the Allotment Garden or Site, except by prior written consent of the Town Council.
 - (19) to notify forthwith the Council of any change of address of the Tenant;
 - (20) to permit any Officer of the Council, or their contractor, to enter on the Allotment Garden and inspect the condition thereof and of any building erected or being erected thereon;
 - (21) to observe and perform any special requests which the Council consider necessary to preserve the allotment from deterioration and of which notice shall be given to the tenant in accordance with Clause 5 of this agreement;
- 3 The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in the Agreement may peaceably use and enjoy the Allotment Garden without interruption by the Council without good reason.
- 4 This tenancy shall end on the death of the tenant (but will be considered to be re-let to a close relative on application at the Council's discretion) or if the Tenant moves out of Selby Parish and may also be terminated in any of the following manners:
- (1) by either party giving to the other twelve months' notice expiring on or before the sixth day of April or on or after the twenty ninth day of September in any year;
 - (2) by re-entry by the Council at any time after giving three months' 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 as 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;
 - (3) by re-entry by the Council at any time after giving previous notice of one month to the tenant. This is:
 - (a) If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
 - (b) if it appears to the Council that there has been breach of the conditions and obligations on the part of the tenant herein contained
- 5 Any notice required to be given by the Council to the tenant may be signed on behalf of the Council by the Town Clerk, and may be served on the tenant either personally or by recorded delivery to their last known place of residence. AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant **and received** by the Town Clerk.
- 6 All tenants must be over 18 years of age and must be resident within the boundaries of Selby Town Parish.

RENTAL PAYMENTS

- 7 Notices giving due notice that rents are payable will be displayed at the sites from December to January (no individual letter will be posted).
- 8 Annual rents must be paid between 1 January to 31 January.
- 9 Where the rent is not paid on the later date, the tenant will be notified to the effect that if the rent is still not paid at 14 February the Council will terminate the tenancy and re-let at their discretion.
- 10 The Council reserves the right to review rents on a yearly basis.
- Tenants must observe and comply with current rules, regulations and policies, and those which the council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions). These may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements. Failure to observe the Council's Allotment Rules may lead to termination of tenancies.**

SIGNED:

.....
 (the Tenant)

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Duly authorised on behalf of the Council
KEYS RECEIVED: YES/NO