

## TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT made on the First Day of September 2018.

between Loughton Town Council of Loughton Library and Town Hall, Traps Hill, Loughton, IG10 1HD, ('the Council')

and

of (the tenant')

by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Willingale Road, Loughton and referenced as Plot in the Council's Allotment Register ('the Allotment Garden') [outlined in red for identification purposes only on the plan attached].
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1st day of September 2018 and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £ whether demanded or not which shall be payable in full on the 1st day of September 2018 and for every year after the first year of the tenancy on the 1st day of September. This rental charge includes the electricity and water supply. Refunds will only be considered in exceptional circumstances.
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers and for raising any permitted livestock, for use and consumption by him/herself and his/her family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers or any permitted livestock in the Allotment Garden.
6. The tenant shall reside within the civil parish of Loughton on the day of commencement of the Tenancy. If the tenant moves out of Loughton and wishes to keep the plot, the rent for any subsequent year will be double that stated in paragraph 3 above.
7. During the tenancy, the tenant shall:
  - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
  - b) not cause a nuisance or annoyance to other allotment tenants nor the owners or occupiers of land adjoining the Allotment Garden;
  - c) not keep livestock or poultry in the Allotment Garden without the permission of the Council;
  - d) not bring to or keep animals in the Allotment Garden;
  - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
  - f) The tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and, if appropriate, planning permission;

- g) not fence the Allotment Garden without first obtaining the Council's written consent;
  - h) The Tenant shall keep every hedge that forms part of the boundary of his/her Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any fences and other gates or sheds on his/her Allotment Garden;
  - i) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
  - j) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and, if appropriate, planning permission; or to take, sell or carry away any mineral, gravel, sand or clay;
  - k) take all reasonable precautions for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
  - l) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
  - m) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant;
  - n) The Tenant shall use the plot as an Allotment and Leisure Garden only (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/her family) and for no other purpose. The Tenant may not carry on any trade or business from the Allotment site (a small amount of surplus produce may be sold as an ancillary to the provision of crops for the family);
  - o) The Tenant shall keep his/her allocated Allotment Garden free of hazards such as broken glass, scrap metal etc. No glass is permitted on site at all;
  - p) The maximum area for hard landscaping on a plot (e.g. patio or paths) is not more than 20% of the area;
  - q) The Tenant and any persons and/or children accompanying the plot-holder for the purposes of cultivation or harvesting shall not enter onto any other plot, at any time, without the express permission of that plot-holder. The Tenant has full responsibility for the actions of others accompanying him/her to the site;
  - r) The Tenant shall not remove produce from any other Allotment Garden at any time, without the express permission of the Tenant, in writing;
  - s) The Tenant must keep shared paths and haulage ways (roads) clear at all times.
8. i. The tenant shall observe such additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
- ii. Tenants must comply with any directions given by an Officer of Loughton Town Council, or other Local Authority.
9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
11. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
  - a. the rent is in arrears for 40 days or;
  - b. not less than three months after the commencement of the tenancy the tenant has not observed the rules referred to in clauses 7 and 8; or
  - c. the tenant lives more than one mile outside Loughton. See also point 6.
12. If the tenant has not abided by the rules made by the Council on allotments, the council may take back the plot concerned, and may seek damages for restoring the plot to its original condition, as well as recovering any arrears of rent.
13. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights shall not prejudice the tenant's statutory rights to compensation.
14. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice.
15. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
16. Any written notice required by the tenancy shall be sufficiently served if sent by recorded delivery to or left at the party's address. Any notice to be served by the tenant shall be addressed to the Council's Allotments Officer.

This tenancy agreement must be read in conjunction with the Council's Management Policy and Data Privacy Notice.

**By signing below, I agree to abide by the tenancy agreement and comply with the Management Policy. I confirm I have read and understood the Council's Data Privacy Notice.**

Signed by ..... Date .....

The Tenant

and

..... Date .....

Town Clerk, for and on behalf of the Council

*Note: The tenancy is confirmed only when this document has been countersigned by the Council's Proper Officer or their representative.*

**For office use**

Date payable	1.9.18	Amount rec'd	
Amount due		Date rec'd	
Name of Payer		Banking Ref:	
Cheque No		Budget code EH/WRd allot/Rent	1040/316
		PLI	n/a



# Willingale Road Allotments plot plan

