

# **Milton Parish Council**

*Clerk to the Council* Gemma Faulkner

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## TENANCY AGREEMENT FOR ALLOTMENT GARDENS

(for domestic cultivation only)

THIS AGREEMENT made the **XX of XX 2014** between the **Parish Council of Milton** (hereinafter called the Council) and of **XX of XX, Milton** (hereinafter called the Tenant) by which it is agreed that:-

1. The Council shall let to the Tenant for him/her to hold as tenant from year to year the Allotment garden of the approximate area of 10 poles (1 full size allotment) (being part of the Allotments provided by the Council) and numbered plot **XX** in the Council's Allotment Register.
2. The Tenant shall pay a yearly rent of £30.00 for a 10 pole garden payable in advance on the 6 October each year. A formal request for payment will be forwarded.
3. The tenancy may be terminated by either party to this agreement serving on the other a written notice to quit expiring on the 6th day of October in any year.
4. The Tenant shall reside within the parish of Milton during the continuance of the tenancy.
5. The Tenant shall during the tenancy carry out the following obligations:-
  - a) The Allotment Garden shall be kept in a clean decent and good condition and properly cultivated.
  - b) No nuisance or annoyance shall be caused by the Tenant to any Tenant of any other part of the Allotments provided by the council
  - c) No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits.
  - d) No dog shall be brought into or kept in the area of the Allotments by the Tenant or by anyone acting with his authority or approval
  - e) The Tenant shall 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 any building or other permanent structure on the Allotment Garden nor fence the Garden without first obtaining the written consent of the Council.
  - g) The Tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden and shall trim and keep in decent order all hedges forming any boundary of the Allotment Garden.
  - h) The Tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the Allotment Garden.

- i) The Tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself and his family.
  - j) The Tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
  - k) The Tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens.
  - l) The tenant may keep bees but should first seek advice from an experienced bee keeper (can be contacted through the clerk)
6. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
  7. If the Tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer the Council may re-enter upon the Allotment garden and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
  8. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950, but if the Tenant shall have been paid or promised any compensation by any incoming Tenant of the Allotment Garden the Tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
  9. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk to the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of this Agreement.

Signatures :                              Gemma Faulkner  
Clerk of Milton Parish Council

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Tenant