

HARTHILL WITH WOODALL PARISH COUNCIL TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN ON (NAME OF SITE)

THIS AGREEMENT made on the 1st of April 202X between Harthill with Woodall Parish Council of The Village Hall, Winney Hill, Harthill, Sheffield S26 7YL ('The Council') and

Name Tenant/s
Of Address

('The tenant/s')

by which it is agreed that:

1. The Council shall let to the tenant/s the Allotment Garden situated at (NAME OF SITE) 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/s for a term of 12 months commencing from 1st April 2023 [and thereafter for a term of 12 months, from year to year from 1st of April annually] unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent, £ (INSERT AMOUNT) whether demanded or not, which shall be payable in full on 1st April 2023 and for every year after the first year of the tenancy on the 1st day of April. Where water supply is provided on the allotment site this will be taken into account when setting the following year's rent.
4. The tenant/s shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by him/herself/themselves and his/her/their immediate family.
5. The tenant/s shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
6. The tenant/s shall reside within one mile of Harthill with Woodall parish boundary during the tenancy.
7. During the tenancy, the tenant/s shall:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation. No carpet or underlay should be utilised on the Allotment Garden.
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c) not keep livestock or poultry in the Allotment Garden other than 6 hens or 4 rabbits, which shall not be kept for a business or a trade, no cockerels are allowed;

- d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent. The Tenants shall be responsible for ensuring all regulations; welfare and animal husbandry are adhered to in accordance with the legislation;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden. Allowing another person to work part of your plot, even without any financial contribution, is not permitted;
 - f) except for buildings or structures reasonably necessary for the keeping of hens and rabbits referred to in (c) and which may be subject to the tenant first obtaining planning permission, 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) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
 - i) trim and keep in decent order all hedges forming part of the Allotment Garden;
 - j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - k) 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;
 - l) be responsible 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;
 - m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents.
 - n) 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.
 - o) not set any fires on the allotment garden.
8. The tenant/s shall observe 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.
 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 the service of one month's written notice on the tenant if:
 - a. the rent is in arrears for 40 days or;
 - b. three months after the commencement of the tenancy the tenant/s has not observed the rules referred to in clause 8; or
 - c. the tenant/s moves to live more than one mile outside Harthill with Woodall parish boundary, unless an exception was made at the start of the tenancy.
12. If the tenant/s shall have been in breach of any of the foregoing clauses or on account of the tenant/s becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate 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.
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 to quit.
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/s.
16. The tenancy of the allotment of the allotment garden shall terminate automatically on the rent day next after the death of the tenant.
17. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk, Harthill with Woodall Parish Council, The Village Hall, Winney Hill, Harthill S26 7YL.

Signed by

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The tenant/s – (Note by signing this agreement, where the tenant is more than one person, the obligations and liabilities will be joint and several obligations and liabilities of those persons.)

and

..... [*Signature of the Council's Proper Officer*]
Caroline Havenhand
Clerk - For and on behalf of Harthill with Woodall Parish Council