

Chard Town Council
The Guildhall
Fore Street
Chard
TA20 1PP



Allotment Tenancy Agreement

An agreement made this (date) between Chard Town Council and (tenant name and address),

The council agrees to let, and the tenant agrees to take on, as a tenant from (date) the tenancy of allotment plot number (plot number), located at Chardstock Lane, in the register of allotment gardens kept by the council (subject to the exceptions and reservations contained in the lease under which the council hold the land) at the yearly rent payable in advance and under the terms and conditions set forth in this agreement.

The tenancy shall commence on (date) and shall continue on a yearly basis unless terminated in accordance with the terms of this agreement.

The annual rent for the plot is (amount), payable in advance and without deduction otherwise than allowed by statute on the 30th September of each year. The council reserves the right to revise the rent annually.

The tenant hereby agrees with the council as follows

- a. The tenant agrees to use the plot as an allotment garden only, for the purpose of growing fruit, vegetables, and flowers for personal use and not for any business or commercial activity. The tenant must cultivate and maintain the plot in a good state of cultivation, health, and cleanliness.
- b. To maintain and keep in good repair any fences and any other gates or other boundaries on the allotment garden and use best endeavors to protect any other hedges, fences or gates situated in the allotment field, of which the allotment garden forms part or in adjoining land and any notice board which has been, or may at any time during the tenancy be erected, by the council upon the allotment garden or the allotment field.
- c. To keep the allotment garden cultivated with spade husbandry, clean and free from weeds and noxious plants during the growing season. At other times of the year the area must be clean and free from weeds. It must be well manured and otherwise maintained in a good state of cultivation, fertility and good condition. To keep the pathway abutting on the allotment garden (which is the pathway situated uphill of your allotment garden) reasonable and free from weeds the width of which will allow a wheelbarrow to pass unhindered.
- d. Bonfires must not be lit until after 4.30pm in the summer period and after 1.30pm in the winter. They should not be allowed to cause a nuisance.
- e. To remove all waste and not leave any matter for disposal by the council.
- f. To ensure proper precautions are taken when using sprays or fertilizers to minimize adverse effects on the environment and comply at all times with appropriate regulations.
- g. Not to plant any trees without the written consent of the council.
- h. Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter except manure and compost in such quantities as may be reasonably required for cultivation

Neither to place any matter in the hedges or ditches situated in the allotment field of which the allotment garden forms part or in the adjoining land.

- i. Not to bring or cause to be brought into the allotment field, of which the allotment garden forms part, any dog unless the dog is held on a leash.
- j. Not erect any notice or advertisement on the allotment garden without permission.
- k. The council shall have the right to refuse admittance to the allotment garden, other than the tenant or family member. Admittance to any other person may be refused unless accompanied by the tenant or member of their family.
- l. That any case of dispute between the tenant and any other occupier of an allotment garden in the allotment field shall be referred to the council whose decision shall be final.
- m. That the tenant shall yield up the allotment garden at the termination of the tenancy created, in such condition as shall be in compliance with the agreement.
- n. That any officer or agent of the council shall be entitled at any time when so directed by the council to enter and inspect the allotment garden.
- o. That the tenant shall observe and carry out any special condition which the council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the tenant in accordance with the agreement.
- p. That the tenant shall inform the council immediately of any change of address.

The Tenant shall not:

- a. Sublet, assign or part with the possession of the plot or any part of it.
- b. Cause or permit any nuisance or annoyance to the occupier of any other plot or neighbouring property.
- c. Keep any animals or livestock of any kind on the plot.
- d. Erect any permanent structure without the written consent of the council.
- e. Cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the council for the use of the occupiers of the allotment gardens.
- f. Park anywhere except within the designated parking area near the entrance of the allotment gardens.
 - 1. g. Without written consent of the council cut or prune any timber or other trees outside of any individual plot or take sell or carry away any mineral, gravel, sand (earth) or clay save for the provision made in clause 4a.
- h. Use barbed or razor wire for the use of occupiers of the allotment gardens.

The council shall not be liable for any loss, theft, damage or injury to any person or property on the Plot unless due to council's negligence.

Termination

This tenancy shall terminate three calendar months after the death of the tenant unless there are extenuating circumstances which the council will give consideration of. (The tenancy shall also terminate on the day on which the tenancy or right of occupation of the council terminates)

This tenancy may also be terminated in any of the following manners:

- a. By the council giving not less than twelve months previous notice in writing expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year.
- b. By re-entry by the council at any time giving one months previous 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 for agriculture) for which it has been appropriate under any statutory provision or (ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
- c. By re-entry by the council at any time after giving two weeks previous notice in writing to the tenant: -
 - (i) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not or
 - (ii) if it appears to the council that there has been breach of the conditions and agreements on the part of the tenant herein contained and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment gardens at least three months have elapsed since the commencement of the tenancy or
 - (iii) if the tenant shall become bankrupt.

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 be served on the tenant either personally, sending by post, email or leaving it at the last known abode or by fixing the same in some conspicuous manner on the allotment comprised herein. It will be sufficient for any purpose given by the tenant to the Council to be signed by the tenant and sent in a prepaid letter to the Town Clerk or delivered in person to the council offices.

Any changes to this agreement must be in writing and agreed upon by both parties.

Tenant Signed..... Dated.....

On behalf of

Chard Town Council Signed..... Dated.....

General Data Protection Regulations Allotment Tenants Privacy Notice

To be signed and returned with your Allotment Tenancy Agreement: Consent to hold Contact Information

I agree that I have read and understand Chard Town Councils' Privacy Notice. I agree by signing below that the Council may process my personal information for providing information and corresponding with me.

I agree that Chard Town Council can keep my contact information data for an undisclosed time or until I request its removal.

I have the right to request modification on the information that you keep on record.

Name	
Date of birth if under 18	
Parental/Guardian Consent for any data processing activity	
Address	
Telephone No.	
Email Address	
Facebook	
Twitter	
Signature	
Date	

Signed

Dated

Chard Town Council