

An Agreement

made this day of _____ between Nettleden with Potten End Parish Council (hereinafter called (the Council"") of the one part and _____ of the other part (hereinafter called "the Tenant") whereby the council agree to let and the Tenant agrees to hire as a yearly tenant from the day of _____ the Allotment Garden(s) number _____ in the Register of Allotment Gardens provided by the Council and containing _____ o _____ thereabouts (subject to the exceptions and reservations contained in the Lease under which the Council hold the land) at the yearly rent of £ _____ payable yearly and at a proportionate rent for any part of the year over which the tenancy may extend.

The tenancy is subject to the Allotments Act (1908 to 1950) and to the following conditions:

- a. The rent shall be paid on the 1st day of October each year
- b. The Tenant shall keep the Allotment Garden(s) clean and in a good state of cultivation and fertility and in good condition
- c. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens
- d. The Tenant shall not underlet, assign, or part with the possession of the Allotment Garden(s) or any part thereof, without the written consent of the Council
- e. The Tenant shall not, without written consent of the Council, cut or prune any timber or other tress, or take, sell, or carry away any mineral, gravel, sand or clay
- f. The tenant shall keep every hedge that forms part of the Allotment Garden(s) properly cut and trimmed, keep all ditches properly cleansed, and repair and keep in repair any other fences and any gates on the Allotment Garden(s)
- g. The Tenant shall not, without the written consent of the Council, erect any building on the Allotment Garden(s), provided that consent shall not be refused under this sub-paragraph to the erection of any building reasonably necessary for keeping hens or rabbits. The Tenant must abide by the Council's rules and regulations for the keeping of hens
- h. The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Gardens
- i. The tenant shall only store chemicals necessary for gardening purposes on site and stored in Manufacturer's containers. All chemicals must be locked away and out of reach of children. Manufacturer's instructions must be followed at all times. The

Council recommends that organic alternatives should be used whenever possible in preference to chemicals

- j. The Tenant shall, as regards the Allotment Garden(s) observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land
- k. Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden(s)
- l. The tenancy of the Allotment Garden(s) shall terminate on the half-yearly rent day next after the death of the Tenant, and shall also terminate whenever the tenancy or right of occupation of the council terminates. It may also be terminated by the council by re-entry after one month's notice:
 - If the rent is in arrear for not less than 40 days; or
 - If the Tenant is not duly observing the rules affecting the allotment Garden(s), or any other term or condition of his/her tenancy, or if the Tenant becomes bankrupt or compounds with his/her creditors
 - A six month probationary period must be undertaken after which the Council reserves the right to terminate the tenancy with immediate effect

The tenancy may also be terminated by the Council or Tenant by 12 months notice in writing expiring on¹

Signed (Authorised officer of the Council)

Signed (The Tenant)

Witness

NB: Any special conditions affecting the Allotment Garden(s) are to be endorsed on this Agreement

¹ This date must be on or before 6th April or on or after 29th September