



Willaston Parish Council Allotment Tenancy Agreement Tenancy Agreement for Allotment Holders (for Domestic Cultivation only)

THIS AGREEMENT made on this () day of () TWO THOUSAND AND () between Willaston Parish Council (hereinafter called the Council) and () Of () (hereinafter called the Tenant) by which it is agreed that:

1. The Council agrees to let and the Tenant agrees to hire, as a tenant from date; (), the Allotment, the area being Plot () and part of the Allotments provided by the Council at Huntsbank and at the current rent of £ ()
2. A refundable key deposit of £ along with a non-refundable joining fee of £ is payable upon acceptance of the agreement
3. The rent for an allotment is payable on an annual basis at an amount determined from time to time by the Parish Council and is due for payment upon commencement of a tenancy and thereafter annually by the first of April each year
4. The Tenant agrees to pay the rent in every year during the continuance of this tenancy without any deductions whatsoever within 28 days of receipt of an invoice from the Council
5. The Tenant agrees:
 - a. to use the allotment plot as an allotment garden as defined by the Allotments Act 1922 and for no other purpose without the prior consent in writing from the Council
 - b. to keep the allotment garden clean and reasonably free from weeds and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any path or roadway included thereon reasonably free from weeds
 - c. at all times during the tenancy to observe and comply fully with all enactments, statutory instruments, parochial or other bylaws, orders or regulations affecting the allotment garden and specifically within the Rules and Procedures appended to this agreement or as subsequently revised
 - d. not to sub-let, assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of the Council
 - e. not without the prior consent in writing of the Council to erect any new building on the allotment garden AND to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the Council by the Tenant:
 - f. to notify forthwith the Council of any change of address
 - g. to yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be compliant with the agreements herein contained to permit any officer or other agent or representative of the Council to enter on the plot and inspect the condition thereof and of any building erected or being erected thereon
 - h. to observe and perform any other special conditions 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 clause 6 this Agreement

6. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council

7. This tenancy shall determine on the death of the tenant and may also be determined in any or the following manners:
 - a. by the tenant giving one months' previous notice in writing to the Council
 - b. by the Council giving at least 12 months' notice expiring on or before 6th April or on or after 29th September in any year, (Section 1(1) (a) of the 1922 Allotments Act (as amended by the Allotments Act 1950 (c. 31), s. 1(1))
 - c. by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account the allotment garden being required (i) for any purpose (not being the use or the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building mining or any other Industrial purpose or for any roads or sewers necessary in connection with any of those purposes (Section 1 (1) (b) of the 1922 Allotments Act):
 - d. by re-entry by the Council at any time after giving one month's previous notice in writing to the tenant for the following reasons:
 - 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 Rules and Procedures on the part of the Tenant herein contained or as subsequently amended
 - e. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it at his or her last known place of abode or by prepaid post addressed to him or her there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk to the Council for the time being.

Signed: (Tenant)

Signed (for the Council)