

Below - a worked example of the Tenancy Agreement as currently used between Effingham Parish Council and individual allotment holders.

A standard (full) allotment is 10 rods, or 1/16th of an acre, or 300 sq yards approx, or 250 sq m approx. The agreement below is as if for a half-allotment (5 rods etc etc). There are both sizes available. People choose according to their need and their ability to keep the area in good cultivation.

AN AGREEMENT made this **12th** day of **APRIL** Two Thousand and**TEN**

BETWEEN the **EFFINGHAM PARISH COUNCIL**
(hereinafter called "the Council") of the one part

AND MR McGREGOR
of **THE TOOLSHED, THE STREET, WARNE, BP18 O93**
(hereinafter called "the Tenant") of the other part

whereby the Council agrees to let and the Tenant agrees to hire as a yearly tenant from the **30th** day of **SEPTEMBER** Two Thousand and **TEN** the Allotment Garden[s] numbered **12B** in the Register of Allotment Gardens provided by the Council and containing **FIVE RODS** or thereabouts [subject to the exceptions and reservations contained in the Lease under which the Council holds the land] at the yearly rental of £ **10** payable *half-yearly*, and at a proportionate rent for any part of a year over which the tenancy may extend.

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and to the regulations endorsed on this Agreement and also to the following conditions:

(a) The rent shall be paid on the **30th** day of **SEPTEMBER** ~~and the~~ day of

(b) The Tenant shall keep the Allotment Garden[s] clean and in a good state of cultivation and fertility and in a good condition. The Council will terminate the tenancy under clauses (k) and (l)(ii) below should the Allotment be uncultivated for a period of two months.

(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 or any part thereof without the written consent of the Council.

(e) The Tenant shall not without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay.

(f) The Tenant shall keep every hedge that forms part of the boundary of his allotment Garden[s] properly cut and trimmed, keep all ditches properly cleansed, and maintain and keep in repair any other fences and any other gates on 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 the purpose of keeping hens or rabbits.

(h) The Tenant shall not use any 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 Manufacturers containers. All chemicals must be locked away and out of reach of children. Manufacturers instructions regarding safety, storage, mixing, disposal and use 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 holds 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:

(i) If the rent is in arrears for not less than 40 days; or

(ii) If the Tenant is not duly observing the Rules affecting the Allotment Garden[s], or any other term or condition of his tenancy, or if the Tenant becomes bankrupt or compounds with his creditors.

The tenancy may also be terminated by the Council or Tenant by twelve months' notice in writing expiring on* **THE TWENTY-NINTH DAY OF SEPTEMBER IN ANY YEAR**

Signed **Susan Morris**

Authorised Officer of the Council

Witness **PETER RABBIT**

Signed 

Signed *Mr McGregor*

Tenant

Witness **BENJAMIN BUNNY**

Signed 

Any special conditions affecting the Allotment Garden[s] are to be endorsed on this Agreement.

*This date must be on or before the 6th April or on or after the 29th September.