

# SWANAGE TOWN COUNCIL

## **TENANCY AGREEMENT FOR ALLOTMENT GARDENS**

**(PLOTS UP TO 40 POLES OR 0.101 HECTARES FOR DOMESTIC CULTIVATION ONLY)**

THIS AGREEMENT made the \_\_\_\_\_ between the Swanage Town Council of the Town Hall, High Street, Swanage, Dorset BH19 2NZ

and \_\_\_\_\_ of

(hereinafter called the tenant) by which it is agreed that:

The Council shall let to the Tenant for him/her to hold as tenant from year to year the Allotment Garden of the approximate area of \_\_\_\_\_ rods being part of the Allotment \_\_\_\_\_ provided by the Council at Prospect Allotment and numbered \_\_\_\_\_ on the Council's Allotment Register.

1. The Tenant shall pay a yearly rent of £ \_\_\_\_\_ on the 1<sup>st</sup> day of October in each year and the first such payment shall be due on the first day of the month after the commencement of the tenancy. The water costs will be charged separately.
2. The tenancy may be terminated by either party to this agreement serving on the other not less than twelve months written notice to quit expiring on or before the 6<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September in any year.
3. The tenant shall reside within the Parish of Swanage during the continuance of the tenancy.
4. The tenant shall during the tenancy carry out the following obligations:
  - a) The Allotment shall be kept in a clean, decent and good condition and properly cultivated. A deposit of £50.00 is payable on the commencement of the tenancy to guarantee that this clause is adhered to. It will be refunded when the tenancy is relinquished, provided the allotment is left in a clean, decent and good condition.
  - b) No nuisance or annoyance shall be caused by the tenant to a tenant of any other part of the Allotments provided by the Council or neighbouring residents.
  - c) No livestock or poultry of any kind shall be kept upon the Allotment Garden except as permitted under Section 12 of the Allotments Act 1950 and following consultation with the Town Council.
  - (c) Any dog brought into the area of the Allotments by the tenant or by anyone acting with his approval, shall be kept on a lead at all times.
  - (e) The tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of the Allotment Garden.
  - (f) The tenant shall not erect any shed or building or permanent structure on the Allotment Garden nor fence the garden without first obtaining the written consent of the Council. Furthermore that any shed which is erected on an allotment measuring 10 rods shall not exceed an area of 64 sq feet, and shall be used only for the storage of gardening and associated equipment.
  - (g) The tenant shall maintain in decent order all fences and ditches and paths bordering the Allotment Garden. The tenant must maintain the path to the south of their Allotment Garden and shall keep in decent order all hedges forming any boundary of the Allotment Garden.

- (h) The tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the Allotment garden.
  - (i) The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by themselves and their family.
  - (j) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
  - (k) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotment set out for the use of the tenants of the Allotment Garden.
  - (l) All waste material which has been generated, at the Allotment garden, should be composted. Any material which is not able to be composted should be removed from the Allotment Garden. The tenant must abide by the Town Council's regulations when lighting bonfires.
  - (m) The tenant must strictly adhere to all aspects of Health and Safety, and must not introduce any foreign material onto the allotment garden e.g. carpets, rugs, non-biodegradable plastic etc. Only biodegradable materials are permitted.
  - (n) The tenant shall not interfere in any way with, or connect a hosepipe to the water supply. The use of hosepipes is not permitted at any time in the Allotment Garden.
5. The Council shall pay all rates, taxes, dues or other assessments, which may at any time be levied or charged upon the Allotment Garden.
  6. If the tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end 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.
  7. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotment Acts 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
  8. Any notice required by this agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded post at the address at the head of this Agreement.

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Clerk of the Swanage Town Council

(signature/s)

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Tenant/s