

# Holt Town Council

## Allotment Tenancy Agreement

THIS AGREEMENT is made the ..... day of .....

BETWEEN

(1) Holt Town Council

("the Council") and

(2) .....

of .....

.....

("the Tenant")

NOW IT IS AGREED as follows

### 1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

## **2. Allotment**

2.1 The Council agrees to let and the Tenant agrees to take all that piece of land situated at;

**Heath Farm Allotments, Partridge Way, Holt, NR25 6GH  
numbered .... on the Council's allotment plan.**

## **3. Tenancy and Rent**

3.1 The Allotment Garden shall be held on a yearly tenancy from 1<sup>st</sup> April 2024 at an annual rent of £25 which is payable to the Council by the Tenant on 1<sup>st</sup> April each year ("the Rent Day").

3.2 12 months' notice of any rent increase will be given by the Council to the Tenant in writing of the preceding year to take effect the following year.

3.3 Water supply shall be included within the allotment price of £25 per year.

3.4 Where additional amenities are provided on the Allotment Site these will be considered when setting the following year's rent.

## **4 Rates and Taxes**

4.1 The Council will pay all rates and taxes.

## **5 Cultivation and Use**

5.1 The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

5.2 The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)

5.3 The Tenant shall have at least  $\frac{1}{4}$  of the Allotment Garden under cultivation of crops after 3 months and at least  $\frac{3}{4}$  of the Allotment Garden under cultivation of crops after 12 months and thereafter.

5.4 The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%. No permanent structures are allowed to be erected; the use of cement is strictly prohibited.

## **6 Prohibition on Under Letting**

6.1 The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is

incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

## **7 Conduct**

- 7.1 The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 7.2 The Tenant must comply with the conditions of use (see separate document Rules and Regulations).
- 7.3 The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 7.4 The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 7.5 The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 7.6 Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 7.7 The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

## **8 Lease Terms**

- 8.1 The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

## **9 Termination of Tenancy**

- 9.1 The tenancy of the Allotment Garden shall terminate.
  - 9.1.1 automatically on the Rent Day next after the death of the Tenant, or
  - 9.1.2 by either the Council or the Tenant giving to the other at least twelve months notice in writing expiring on or before 1 April or on or after 29 September in any year, or
  - 9.1.3 by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:

- 9.1.4 for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
- 9.1.5 for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or
- 9.1.6 by re-entry if the rent is in arrears for not less than 40 days, or
- 9.1.7 by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
- 9.1.8 by re-entry if the Tenant becomes bankrupt or compounds with his creditors, or
- 9.2 In the event of the termination of the tenancy the Tenant shall return (within a calendar month) to the Council any property made available to him during the Tenancy and shall leave the plot in a \*clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, they can 1 month after termination carry out any work required to return the plot to a satisfactory condition and re-charge the Tenant accordingly (section 4 Allotments Act 1950).

\*clean and tidy means that everything (apart from the shed) is removed (unless the new tenant has signed an agreement with the council to take over responsibility of the existing plot as it has been left). The Shed remains the property of Holt Town Council.

## **10 Change of Address**

- 10.1 The Tenant must immediately inform the Council of any change of address.

## **11 Notices**

- 11.1 Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.
- 11.2 Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.
- 11.3 A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
- 11.4 A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a nonworking day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Executed by the Council by

In the presence of

Signed by the Tenant

In the presence of