

**SALTASH TOWN COUNCIL**  
**TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN**

THIS TENANCY AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THE SALTASH TOWN COUNCIL ALLOTMENTS POLICY.

THIS AGREEMENT made on the *[insert date]* day of *[insert month]* 20 *[complete]* between Saltash Town Council

of *The Guildhall, 12 Lower Fore Street, Saltash PL12 6JX* ('the Town Council') and *[insert full name of tenant]*

of *[insert tenant's address]* ('the tenant') by which it is agreed that:

1. The Town Council shall let to the tenant the Allotment Garden situated at **Churchtown/Fairmead Road/Grenfell Avenue** *[delete as applicable]* and referenced as **plot number** *[insert number]* in the Town Council's Allotment Register ('the Allotment Garden') *[outlined in red for identification purposes only on the plan attached]*.
2. The Town Council shall let the Allotment Garden to the tenant for a term of one year commencing on the *[insert date]* day of *[insert month]* 20*[complete]* and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent whether demanded or not which shall be payable in full by the 1st day of April every year after the first year of the tenancy.

A deposit is required from all new Allotment Tenants at the commencement of tenancy, repayable on termination of the tenancy providing that the allotment plot is left in an acceptable condition.

The Town Council reviews the rental charges annually with tenants notified in writing of any increase 12 months in advance. Invoices for rental charges are sent annually, normally in February/March.

There is an additional annual charge to Allotment Tenants on sites where water is provided.

4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by themselves and their family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
6. The tenant shall reside within Saltash Town Boundary during the tenancy.
7. During the tenancy, the tenant shall :
  - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
  - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
  - c) not keep livestock or poultry in the Allotment Garden so as to be prejudicial to health or a nuisance;
  - d) not bring to or keep animals in the Allotment Garden;
  - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
  - f) except for buildings or structures which may be subject to the tenant first obtaining planning permission, the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Town Council's written consent and if appropriate planning permission;
  - g) not bring barbed wire, tyres, corrugated iron or asbestos sheets onto the site;

- h) not fence the Allotment Garden without first obtaining the Town Council's written consent;
  - i) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
  - j) not erect any notice or advertisement on the Allotment Garden without first obtaining the Town Council's written consent;
  - k) trim and keep in decent order all hedges forming part of the Allotment Garden (not between 1 March or 31 August except to maintain safe access and after checking for nesting birds);
  - l) not plant any tree, shrub, hedge or bush without first obtaining the Town Council's written permission;
  - m) not cut, lop or fell any tree growing on or adjoining the Allotment Garden;
  - n) not deposit or allow other persons to deposit on the Allotment Garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges or ditches situated in or surrounding the Allotment Gardens or adjoining land:
  - o) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property and provide evidence of adequate insurance;
  - p) permit an inspection of the Allotment Garden at all reasonable times by the Town Council's employees or agents;
  - q) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.
8. The tenant shall observe additional rules that the Town Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Town Council as laid out in the Allotments Policy.
9. The Town Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

10. The tenancy may be terminated without explanation by the Town Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
11. The tenancy may be terminated by the Town Council by service of one month's written notice on the tenant if:
  - a. the rent is in arrears for 40 days or;
  - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clauses 7, 8 or the Allotments Policy; or the tenant lives no longer lives within the Saltash Town boundary.
12. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Town Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Town 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.
13. The termination of the tenancy by the Town Council in accordance with clause 12 or after re-entry by the Town Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
14. The tenancy may be terminated by the tenant by serving on the Town Council not less than two months' written notice to quit.
15. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Town Council agrees otherwise which shall be confirmed in writing to tenant.
16. Any written notice required by the tenancy shall be sufficiently served if sent by email and registered post to the parties' address. Any notice to be served by the tenant shall be addressed to the Town Clerk.

17. Removal of any waste or prohibited items by the Town Council during or on termination of tenancy may incur a disposal charge.

Signed by

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The tenant

And



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**Ian Bovis**

**Service Delivery Manager**

For and on behalf of the Town Council

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