



## LYNG PARISH COUNCIL ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT made on the [insert date] day of [insert month] 20 [complete] between Lyng Parish Council ('the Council') and [insert full name of tenant] of [insert tenant's address] ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment Plot situated at Richmond Place, Lyng, and referenced as plot (*insert plot number*) in the Council's Allotment Register.
2. The Council shall let the Allotment Plot 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 of £ [insert amount] whether demanded or not which shall be payable in full on the 1st day of April every year. The rent currently in force will be subject to annual review by the council.  
The Council agrees that a Tenant who signs this agreement, is up to date with rent payment and observes the following conditions may peacefully use and enjoy the Allotment Plot without interruption by the Council.
4. The tenant shall use the Allotment Plot as an allotment or leisure plot mainly for the production of vegetables, fruit and flowers for the consumption or enjoyment by the tenant, their friends and family.
5. The tenant shall not use the Allotment Plot as a business for profit; however a small amount of surplus produce (veg, fruit or flowers) may be sold.
6. The tenant shall reside within the Parish of Lyng during the tenancy. The tenant must notify the Council if they move out of Lyng during the period of the tenancy.
7. During the tenancy, the tenant shall :
  - a) Keep the Allotment plot well managed and in a good state of fertility and cultivation. Items no longer used on the plot must be removed.
  - b) Dispose of rubbish appropriately. All refuse emanating from allotment cultivation that is not compostable must be disposed of offsite. The tenant must not deposit or allow other persons to deposit on the allotment plot any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation).
  - c) Bonfires are permitted only for the burning of materials from the allotment site, i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00. Fires must be attended at all times and fully extinguished before the tenant leaves the site. They must not cause a nuisance to neighbouring residents or tenants.

- d) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment plot;
  - e) Not keep livestock or poultry on the Allotment plot. A maximum of 10 birds (chickens / Ducks) may be kept per plot subject to welfare conditions being met. (Tenants should refer to the 'regulations for keeping chickens/ Ducks on Lyng allotments') or rabbits which shall not be kept for a business or a trade, without the prior permission of the council.
  - f) Any dogs brought onto the allotment field must be held at all times on a lead and remain on the Tenant' plot only. Any faeces to be removed and disposed of off site by the Tenant.
  - g) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment plot;
  - h) except for buildings or structures, which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above, the tenant shall not erect a shed, greenhouse above 8ft x 6ft or other building or structure on the Allotment plot without first obtaining the Council's written consent. A shed / Greenhouse will not usually be permitted above a footprint of 8ft x 6ft. All sheds, greenhouses etc. should be kept in a good state of repair. Plots holders must inform the Council of any shed, greenhouse or similar structure erected on the plot.
  - i) not fence the Allotment plot without first obtaining the Council's written consent;
  - j) maintain and keep in a good state of repair any fences or gates forming part of the Allotment plot;
  - k) trim and keep in decent order all hedges forming part of the Allotment plot;
  - l) Not plant any tree, shrub, hedge or bush, with the exception of fruit trees or fruit bushes without first obtaining the Council's written permission;
  - m) Not cut, lop or fell any tree growing on the Allotment plot, unless seasonal pruning of fruit trees without first obtaining the Council's written consent. Fruit trees should not exceed 3M in height.
  - n) Be responsible for ensuring that any person present in the Allotment plot with or without the tenant's permission does not suffer personal injury or damage to his property; due to negligence on the part of the tenant or by items left in a dangerous state by the tenant.
  - o) permit an inspection of the Allotment plot at all reasonable times by the Council's employees or agents;
  - p) not obstruct or permit the obstruction of any of the paths which provide a means of access to and from the Allotment plot or the Allotment Garden of another tenant,
8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Plot. Tenants should refer to the 'regulations for keeping chickens or bees on Lyng allotments
  9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Plot.
  10. The tenancy may be terminated by the 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 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 6 & 7; or

- c. the tenant moves outside the Parish of Lyng.
12. If the tenant shall have been in breach of any of the foregoing clauses, the Council may re-enter the Allotment Plot and the tenancy shall thereupon terminate 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.
  13. If this tenancy is breached the tenant will be sent a letter advising them of the breach. This letter requires the tenant to contact the Parish Council to state their intention to continue with the plot and then remedy their breach of the tenancy within 14 days. The Parish Council will inspect the plot after 14 days to ensure that the breach is remedied. If within 14 days the tenant does not respond either by remedying the breach or contacting the Council to discuss any extenuating circumstances, the Council will send through the post a second letter giving the tenant a further 14 days to remedy the breach of tenancy or advise the Parish Council of any extenuating circumstances. If, within the further 14 day period the tenant does not respond either by remedying the breach or contacting the Council to discuss any extenuating circumstances, the Council will automatically terminate the tenancy.
  14. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
  15. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit. No refund of rent will be given for unexpired portion of the tenancy year.
  16. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Plot unless the Council agrees otherwise, which shall be confirmed in writing to tenant. The Allotment Plot will be left in a clean / tidy state. The tenant must be available to meet the council for one final inspection if required. In the event that the tenant refuses or is unable to undertake the work necessary to return the plot with all possessions and rubbish removed first, the Parish Council will do the necessary work and reclaim the costs incurred from the tenant. Tenants will not be reimbursed for crops that remain on the plot after the tenancy has ended, or for any improvements made to the plot.
  17. Any written notice required by the tenancy shall be sufficiently served if sent by email, registered post or delivered in person to the parties' address. Any notice to be served by the tenant shall be addressed to the Parish Clerk. It is the tenant's responsibility to advise the Council of any change of address, including email address where appropriate.
  18. Lyng Parish Council reserves the right to review and amend if necessary the forgoing rules and regulations at anytime

Signed by

.....  
The tenant

and

.....[signature of the Council's Proper Officer]

[insert name and job title in capital letters]

For and on behalf of Lyng Parish Council

#### **General Data Protection Regulations**

**We need to advise you exactly concerning the information we will hold about you. We will hold your details on file (both electronically and a hard copy) for the duration of the tenancy. Any financial information will be held for 7 years for audit purposes. The information held has been provided by you.**

**We will always treat your personal information with great care. We will never share your information with anyone else without your permission. A copy of our general privacy notice and privacy statement can be found on our website.**