

# Tenancy Agreement

For use as between a Council and a Gardeners' Association  
for Allotment Gardens (Devolved Management)

an Agreement made this . . . . . day of . . . . . in the year 20 . . . . .

Between Yapham-cum-Meltonby Parish Council

(hereinafter, "the Council") of the one part ; and

Gravel Pit Allotments Association of Yapham-cum-Meltonby  
parish

(hereinafter, "the Gardeners' Association") of the other part

WHEREAS the Council agrees to lease, and the Gardeners'

Association agrees to take on a yearly tenancy from the . . . . .

day of . . . . . in the year 20 . . . . .

that land known as . . . Gravel Pit Field . . . . .

hatched in [specify colour] . . . . .

on the map \*/diagram\* annexed to this Agreement

provided by the Council and comprised of . . . . . or

thereabouts ( and subject to any exceptions and reservations contained

in any Lease under which the Council might hold said land \*)

at the yearly rental of £ . . . . . payable (half \*) yearly

and at a proportionate rent for any part of a year over which the Tenancy

may extend.

This Agreement is subject to the Allotments Acts 1908 -1950 ; to any  
Regulations indorsed to or on this Agreement ; and to the following  
Conditions :

1. Rent shall be payable by the Gardeners Association to the Council annually on 5 April each year, such payments to be made at the following rate, namely £25 in year 1 (5 April 2010-4 April 2011), £50 in year 2 (5 April 2011-4 April 2012), £75 in year 3 (5 April 2012-4 April 2013), £100 in year 4 (5 April 2013-4 April 2014).  
There shall be a rental review in the last three months of the fourth year (2013-2014) and in the last three months of every fourth year thereafter, any such review to give due consideration to the benefits the GPAA has brought and continues to bring to the community of Yapham cum Meltonby.
2. The Gardeners' Association shall cause the land to be used for Allotment Gardens only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the Tenant and his (her) family) and for no other purpose ; any and all Tenants to keep plots clean and free from weeds and in a good state of cultivation and fertility and in good condition.
3. The Gardeners' Association shall ensure that Tenants shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct any path set out for the use of occupiers of the Allotment Gardens.
4. It shall be a condition of any Allotment letting agreement that Tenants shall not underlet, assign, or part with possession of the Allotment Garden or of any part thereof without express written consent of the Council who, for the purpose of this Agreement is, and shall remain, the Landlord Paramount.
5. The Gardeners' Association shall see to it that Tenants shall not, without express written consent of the Landlord Paramount, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, clay or earth.
6. The Gardeners' Association shall see to it that Tenants shall not keep any livestock on the allotment except that permitted under Statute without the prior express written consent of the Authority and, if required, that of the Landlord Paramount.
7. The Gardeners' Association shall see to it that Tenants shall keep every hedge which forms part of the boundary of Allotment Gardens properly cut and trimmed, shall keep all ditches properly cleansed and maintained, and shall keep in repair any other fences and any other gates and sheds on Allotment Gardens.
8. The Gardeners' Association shall see to it that Tenants 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.

9. The Gardeners' Association shall see to it that Tenants shall not, without express written consent of the Association, erect any building on the Allotment Garden, except buildings erected pursuant to **section 12 Allotments Act 1950** ; and shall be responsible for removal of any building on or before expiry of the Tenancy.
10. As regards the Allotment Gardens : the Gardeners' Association shall see to it that Tenants shall observe and carry out any and all conditions and covenants contained in the Lease under which the Association holds the land from the Council ; and any and all conditions which bind the Council and contained in any Head Lease.\*
11. The Tenancy of the Allotment Garden shall terminate whenever the Tenancy or Right of Occupation of the Gardeners' Association shall terminate.

It may also be terminated by the Landlord Paramount by re-entry on to the land after one months notice :

- 11.1 if the Rent is in arrears for not fewer than 40 days ; **or**
- 11.2 where the Gardeners' Association is not duly observing and/or carrying out the terms of the Tenancy ; **or**
- 11.3 where the Gardeners' Association becomes bankrupt or compounds with its creditors.

The Tenancy may also be terminated by the Gardeners' Association, by the giving of twelve (12) months previous notice in writing ; such notice to expire not later than **March 25<sup>th</sup>** (Lady Day) or not earlier than **September 29<sup>th</sup>** (Michaelmas) in any year. By virtue of **section 1 (1) (a) Allotment Act 1922** the date of expiry of notice must not fall between Lady Day and Michaelmas.

13. The Council shall pay the Stamp Duty on this Agreement. Stamp Duty is not payable unless the Agreement is for longer than 7 years and exceeds £100.
14. Following installation of a water supply by the Council, the Allotments Association will be responsible for water supply charges and any associated maintenance costs.

**Signed** .....

**Council (Landlord Paramount) \***

**Witness** .....

**Signed** .....

**For and on behalf of the Gardeners' Association**

**Witness** .....

\*The Council may wish to affix its Common Seal here