



COGGESHALL PARISH COUNCIL

Village Hall, Stoneham Street, Coggeshall, Essex, CO6 1UH
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ALLOTMENT TENANCY AGREEMENT

THE AGREEMENT

THIS AGREEMENT is made the.....day of.....2016 BETWEEN

- (1) COGGESHALL PARISH COUNCIL, The Council Office, The Village Hall, 25 Stoneham Street, Coggeshall, CO6 1UH
- (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 Parish Council agrees to let and the Tenant agrees to take all the piece of land situated at Butt Field/Tey Road/The Hamlet (The allotment site) numbered.....on the allotment plan and containing approximately.....square metres (The Allotment garden).

3 Tenancy and Rent

- 3.1. The allotment garden shall be held on a yearly tenancy from 1st November at an annual rent as set by the Parish Council payable to the Parish Council by the tenant on the.....of.....each year (The rent day).
- 3.2. 12 months notice of any rent increase will be given by the Parish Council to the tenant included in the renewal notice.....of the preceding year to take effect the following year.
- 3.3. Water supply shall be included in the rental charge.
- 3.4. Where additional amenities are provided on the allotment site, these will be taken into account when setting the following year's rent.

4 Cultivation and Use

- 4.1. The tenant shall use the plot as an allotment and leisure garden only as defined in the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit, flower crops for consumption or enjoyment by the tenant and his/her family) and for no other purpose and to keep it clean and free from

- hazards. e.g. broken glass or scrap metal etc. and free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 4.2. The tenant may not carry on any trade or business from the allotment site (a small amount of surplus produce may be made available as an ancillary to the provision of crops for family).
 - 4.3. The tenant shall have at least a quarter of the plot under cultivation of crops after 3 months and at least three quarters of the plot under cultivation after 12 months and thereafter.
 - 4.4. The maximum area for hard landscaping e.g. patio, internal paths etc is 20%.

5 Prohibition of Under letting

- 5.1. The tenant shall not underlet, assign or part with possession of the allotment garden or any part thereof without written consent of the Parish Council. (This shall not prohibit another person, authorised by the plot holder, 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 name of the person).

6 Conduct

- 6.1. The tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local and parochial or other bylaws, orders and regulations affecting the allotment site.
- 6.2. The tenant must comply with the conditions of use attached as **Schedule 1**.
- 6.3. The tenant must not cause, permit or suffer any nuisance or annoyance to other plot holders or neighbouring residents of the allotment site and must conduct himself appropriately at all times.
- 6.4. 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.
- 6.5. The tenant must comply at all times with the policy of the Parish Council (a copy of the policy current at the time of signing this agreement is attached to this agreement).
- 6.6. The tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 6.7. 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.
- 6.8. The tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

7 Lease terms

- 7.1. The tenant must observe and perform all conditions and covenants that apply to the allotment site contained in any lease under which the Parish Council hold the allotment site.

8 Termination of Tenancy

- 8.1. The tenancy of the allotment garden shall terminate:

- 8.1.1 On the day on which the tenancy or right of occupation of the Parish Council terminates, or
 - 8.1.2 By the Parish Council giving the tenant at least twelve months previous notice in writing expiring on or before 6th April on or after 29th September in any year, or
 - 8.1.3 By the tenant giving the Parish Council 28 days written notice, or
 - 8.1.4 By re-entry if the rent is in arrears for not less than 40 days, or
 - 8.1.5 By re-entry if the tenant is not duly observing the conditions of this tenancy, or
 - 8.1.6 By re-entry if he becomes bankrupt or compounds with his creditors.
- 8.2. In the event of the termination of the tenancy the tenant shall return to the Parish 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 Parish Council the plot has not been left in a satisfactory condition, any work carried out by the Parish Council to return the plot to a satisfactory condition shall be charged to the previous tenant (Allotments Act 1950 s.4)

9 Change of Address

- 9.1. The tenant must immediately inform the Parish Council of any change of address.

10 Notices

- 10.1. 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.
- 10.2. Any notice served on the tenant should be delivered at or sent to his last known home address. Any notice served on the Parish Council should be sent to the address given in this agreement or any address specified in a notice given by the Parish Council.
- 10.3. 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.
- 10.4. 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 non working day, whether received or not, unless the confirmatory copy is returned to the sender undelivered.

Signed by the tenant.....

Dated.....

Signed on behalf of the Council.....

Position on the Council.....

Dated.....