

DATED: _____

FOWEY TOWN COUNCIL

-and-

_____ -

Fowey Town Council
Colcerrow Farm
Par
PL24 2RZ



AN AGREEMENT made the _____ **BETWEEN FOWEY TOWN COUNCIL** ("the Council") and ("the tenant") **HEREBY IT IS AGREED** as follows:-

1. Agreement to let

The Council agrees to let and the Tenant agrees to take on a yearly Tenancy from the, the allotment garden situated at PLOT ..., READYMONEY (and containing in the whole approximately 5 rods at the yearly rent of £.... payable on the 1st April each year and at a proportionate rent for any part of the year over which the tenancy may extend.

2. Tenants agreements

The tenant agrees with the Council:-

2.1 Rent

To pay the rent reserved without deduction, otherwise than allowed by statute on 1st April in each year

2.2 Use of Land

To use the allotment garden as an allotment garden only and for no other purpose

2.3 Cultivation

To keep the allotment garden clean, free from weeds, and well manured, and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included in or abutting on the allotment garden (or in the case of any pathway or cart track abutting on the allotment garden and any other allotment garden or allotment gardens the half width of it) reasonably free from weeds.

2.4 Nuisance

Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens.

2.5 Restriction on assignment

Not to underlet, assign or part with possession of the allotment garden or any part of it without the written consent of the Council.

2.6 Waste

Not without the written consent of the Council to cut or prune any timber or other trees or take, sell or carry any mineral gravel sand (earth) or clay.

2.7 Hedges

To keep every hedge that forms part of the allotment garden properly cut and trimmed and all ditches properly cleansed and to maintain and keep in repair any fences and any gates on the allotment garden and to use his best endeavours to protect any other hedges, fences or gates in the allotment field, of which the allotment garden forms part, or in adjoining land and any notice board which has been or may at any time during the tenancy be erect by the Council upon the allotment garden or the allotment field.

2.8 Buildings

Not without the written consent of the Council to erect any building on the allotment garden.

2.9 Barbed Wire

Not to use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.

2.10 Depositing of Refuse

Not to 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, ditches or dykes in the allotment field, of which the allotment garden forms part, or in adjoining land.

2.11 Dogs

Not to bring, or cause to be brought into the allotment field of which the allotment garden forms part, any dog unless the dog is held on a leash.

2.12 Restriction on keeping of animals

Not to keep any animals or livestock of any kind upon the allotment garden except hens or rabbits to the extent permitted by the Allotments Act 1950 Section 12.

2.13 Prohibition of notices etc.

Not to erect any notice or advertisement on the allotment garden.

2.14 Restrictions on admittance to allotment garden

That the Council shall have the right to refuse admittance to any person other than the Tenant or a member of his family to the allotment garden unless accompanied by the tenant or a member of his family.

2.15 Dispute between occupiers

That any case of dispute between the Tenant and any other occupier of an allotment garden in the allotment field shall be referred to the Council whose decision shall be final.

2.16 Information of change of address

That the Tenant shall inform the Council immediately of any change of his address.

2.17 Yielding up

That the Tenant shall yield up the allotment garden at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the agreements contained in this agreement.

2.18 Inspection

That any officer or agent of the Council shall be entitled at any time when so directed by the Council, to enter and inspect the allotment garden.

2.19 Special Conditions

That the Tenant shall observe and perform any other special condition which the Council considers necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with clause 4 below.

3. Determination of Tenancy

3.1 This tenancy shall determine on the rent day next after the death of the Tenant.

3.2 This tenancy may also be determined in any of the following ways:

3.2.1 By either party giving to the other 12 month's previous notice in writing expiring on or before 6th April or on or after 29th September in any year.

3.2.2 By re entry by the Council at any time after giving 3 month's previous notice in writing to the Tenant on account of the allotment garden being required;

3.2.2.1 for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or

3.2.2.2 for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

3.2.3 By re entry by the Council at any time after giving one month's previous notice in writing to the Tenant.

3.2.3.1 if the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not or

3.2.3.2 if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement and provided that if such breach is of the conditions or rules affecting the cultivation of the allotment garden at least 3 month's have elapsed since the commencement of the tenancy or

3.2.3.3 if the Tenant shall become bankrupt or compound with his creditors.

4. Notices

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Town Clerk, and may be served on the Tenant either personally or by leaving it at his last known place of abode or by registered letter or letter sent by recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the allotment garden comprise in this agreement.

AS WITNESS the Parties have hereunto set their hands the day and first year before written

SIGNED by the said

FOWEY TOWN COUNCIL

in the presence of:-

SIGNED by the said

in the presence of:-

address: