



Barnstaple Town Council

Barum House, The Square, Barnstaple EX32 8LS

Telephone: 01271 373311

Email: admin@barnstapletowncouncil.gov.uk

Web: <https://barnstapletowncouncil.gov.uk>

Mr Robert Ward, Town Clerk

DRAFT - ALLOTMENT TENANCY AGREEMENT

An Agreement made the day of Two thousand and Twenty Two between Barnstaple Town Council and duly authorised Officer in that behalf (hereinafter called 'the Council') of the one part and

Name

Address

Phone no.

Date of Birth

(hereinafter called 'the tenant') of the other part whereby the Council agree to let and the Tenant agrees to hire from the date hereof until the Thirtieth day of September next and thereafter as a yearly tenant of the allotment plot/plots numbered together with the allotment shed/sheds standing thereon in the list of allotments provided by the Council

At

and hereinafter called "the Allotment Garden" Subject To the exceptions and reservations contained in the Lease or Agreement under which the Council held the land at the present yearly rent of £ payable yearly in advance and at a proportionate rent for any part of a year over which the tenancy may extend. The tenancy is subject to the provisions of the Allotments Act 1908 to 1950 and any enactment amending or replacing the same and in particular the following terms and conditions:

- (i) The rent shall be paid in advance on the First day of October in each year. The Council reserves the right to review the rent annually and to give the tenant 12 months notice of any proposed change therein.
- (ii) The Tenant shall use their allotment garden wholly or mainly for the production of vegetable and fruit crops for consumption by themselves or their family.
- (iii) The Tenant shall keep the allotment garden paths and allotment garden surroundings on and immediately adjoining their allotment garden clean and kept free from weeds and the allotment garden well manured in a good condition and in a proper state of cultivation.

(iv) The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden or deposit any refuse in any ditch or upon or otherwise obstruct any paths set out by the Council for the use of the occupiers of the allotment gardens.

(v) The Tenant shall not underlet assign or part with possession of the allotment garden or any part of it without the written consent of the Council.

(vi) The Tenant shall not use barbed wire or any other dangerous material for a fence adjoining any paths set out by the Council for the use of the occupiers of the allotment gardens.

(vii) Except for the purpose of properly pruning fruit trees or bushes in the proper course of husbandry the Tenant shall not without the written consent of the Council cut or prune any timber or other trees or take or fell or carry away any mineral gravel sand or clay or permit any other person to do so.

(viii) The Tenant shall keep every hedge that forms part of the allotment garden properly cut and trimmed keep all ditches properly cleansed and maintained and keep in repair any fence on the allotment garden.

(ix) The Tenant shall indemnify the Town Council against all costs claims and liabilities which may arise by reason of his/her tenancy of the said allotment garden and allotment garden shed.

(xi) The Tenant shall NOT without written consent of the Town Council erect any building, shed or other structure on the allotment garden.

(xii) The Tenant shall not later than the termination of their tenancy remove or cause to be removed at the request and direction of the Town Council any buildings/sheds/or other structure erected on the allotment garden by the tenant. If the Town Council so requests in writing and the Tenant refused or fails to remove the said structures the Town Council may remove the same and charge the cost thereof to the outgoing tenant.

(xiii) The Tenant shall not use any structure erected on the allotment garden for the storage of any goods or materials other than those used directly in the cultivation and maintenance of the allotment garden thereon or therein.

(xiv) The Tenant shall in so far as is consistent with their tenancy of the allotment garden observe and perform all conditions and covenants contained in the Lease or Agreement (if any) under which the Town Council holds the land.

(xv) The Tenant shall observe and perform any other special conditions which the Town Council consider necessary to preserve the allotment garden from deterioration and of which notice to the applicants is given in accordance with any rules made or to be made by the Town Council with respect to the allotment gardens. A copy of the current rules is available on request and is also displayed on the allotment notice boards and Town Council website.

(xvi) Any dispute between the Tenant and the Tenant(s) of allotment gardens on the same site shall be referred to and settled by the Town Council's Officer authorised by the Town Council for that purpose but in the event of a Tenant being dissatisfied with

the Officer's determination of the dispute the occupier shall be entitled to appeal to the Town Council whose decision on the matter shall be final and conclusive.

(xvii) Any member or Officer of the Town Council shall be entitled at any time when authorised by the Town Council to enter and inspect the allotment garden and to if necessary investigate complaints from other allotment garden tenants or the householders of properties adjoining the allotment gardens site. In particular the Tenant's attention is drawn to the fact that their allotment garden will be inspected from time to time by the Town Council.

(xviii) The allotment garden shall bear a plot number allocated by the Town Council and the Tenant shall be responsible for providing and displaying this number in a prominent position on the plot.

(xix) During the continuance of this Agreement the Tenant shall reside not more than one mile outside the boundaries of Barnstaple.

(xx) The tenancy shall be terminated by the Town Council or the Tenant by twelve months' notice in writing expiring on or before the Sixth day of April or on or after the Twenty ninth day of September in any year.

(xxi) Any notice given by the Town Council pursuant to clause xx or xxiv hereof may be signed either by its Town Clerk for the time being or by any other Officer of the Town Council authorised by the Town Clerk in that behalf and shall be sufficiently served if sent to the Tenant by post at their before mentioned address or left for them on the said plot.

(xxiii) The Tenant shall on termination of the tenancy be entitled to compensation only in the events and to the extent prescribed by sub-section (2) and (3) of Section 2 of the Allotments Act 1922 as extended by the Allotments Act 1950 but not further or otherwise.

(xxiv) The Council shall be entitled on termination of the tenancy to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in a good state of cultivation and fertility.

(xxv) The Council may re-enter and take possession of the allotment garden after three months' previous notice in writing to the Tenant: -

(1) On account of the allotment garden being required for building, mining or any industrial purpose or for roads or sewers necessary in connection with any of those purposes or

(2) On account of the land being required by the Town Council for a purpose (not being the use of land for agriculture) for which it was acquired by the Town Council or has been appropriated under any statutory provision; or on account of the land being required by the Town Council for any other of the purposes mentioned in the paragraphs (c) and (d) of sub-section 1 of the Allotments Act 1922 as amended by the Allotments Act 1950.

The Town Council may re-enter and take possession of the allotment garden at any time if:

(1) the rent is in arrears whether lawfully demanded or not for not less than Thirty days or

(2) if it appears to the Town Council that the tenant not less than three months after the commencement of the tenancy has not duly observed any of the terms and conditions contained in or endorsed on this Agreement or is bankrupt or compounds with their creditors

Signed

Acting for and on behalf of the Town Council

Witness

Signed

Tenant

Witness

Receipt No

Amount Paid