

Martham Parish Council

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

(i.e. plots up to 40 poles or 0.101 hectares for domestic cultivation only)

THIS AGREEMENT made between the Parish Council of Martham (hereinafter called the Council) and (hereinafter called the tenant) by which it is agreed that:

1. The Council shall let to the Tenant for him/her to hold as tenant from year to year the Allotment Garden for the area of 0.5 (being part of the Allotments provided by the Council at Cess Road) and numbered..... currently as at January 2022....
2. The tenant shall pay a yearly rent of £42.00 per full allotment and £21.00 per half allotment on the 1st day of January. Tenancies will be deemed void if payments are not received by March of that year. This shall be reviewed annually.
3. The Tenant must sign a Tenancy agreement each year.
4. The tenancy may be terminated by the landlord serving on the tenant not less than twelve month's written notice to quit expiring on or before the 1st day of January or the tenant serving three months' notice to the landlord.
5. The tenant shall during the tenancy carry out the following obligations:
 - a) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated.
 - b) No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the Allotments provided by the Council or nearby householders.
 - c) No livestock or poultry of any kind shall be kept upon the Allotment Garden.
 - d) All dogs must be kept on a leash and under reasonable control and any fouling is removed or buried.
 - e) The tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of the Allotment Garden.
 - f) The tenant shall not erect any building or permanent structure on the Allotment Garden nor place unusable vehicles on the Allotment Garden without first obtaining the written consent of the Council.
 - g) The tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden and shall keep trim and keep in decent order all hedges forming any boundary of the Allotment Garden.
 - h) The Tenant shall not without first obtaining written consent of the Council, cut, lop or fell any tree growing on the Allotment Garden.
 - i) The Tenant shall cultivate the Allotment garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption.
 - j) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
 - k) The tenant shall not obstruct or permit the obstruction of any of the paths or water supply on the Allotments set out for the use of the Tenants of the Allotment Gardens or any other user or vehicle.
 - l) Any pest control undertaken by the tenant shall be agreed by the Clerk to the Council prior to it being carried out.
 - m) Speed limits on the site will be adhered to by the tenant.
 - n) No barbed wire to be used on site.
 - o) Only organic waste generated FROM the allotment may be burnt on site
6. The Council shall pay all rates, water rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
7. Allotments are let for the benefit of people resident in the locality and the Council reserves the right to terminate an allotment tenancy in the event that the tenant moves out of the immediate locality of the allotments.
8. If the Tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end 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.

9. On the Termination of this tenancy the tenant shall be entitled to receive such compensation as is provided by for the Allotments Acts 1908 to 1950 but if the Tenant shall have been paid or promised any compensation by the incoming tenant of the Allotment Garden the tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.

10. Any notice required by this agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address of this agreement.

11. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant. The plot should be left in a clean state with all rubbish removed including raised beds and then levelled. If any rubbish is left for the Council to remove the cost of this will transfer to the allotment holder and an invoice will be sent to the named person this agreement.

12. When a tenant pays their annual plot costs, it is accepted on the understanding that the tenant has read and agrees to abide by the allotment rules.

Signed On behalf of the Parish Council

Name (printed).....

Date.....

Signed **Tenant**

Telephone No.

Email address

Date

Clerk: S Kent
Community Centre, Playing field Lane, Martham, Great Yarmouth, NR29 4SP
Tel: 01493 749938
Email: clerk@martham.gov.uk