

## Papworth Everard Allotment Gardens

### Allotment Tenancy Agreement

AN AGREEMENT is made this..... day of..... (month)

Two Thousand and .....

BETWEEN Papworth Everard Parish Council of Upper Pendrill Court, Papworth Everard, Cambridge CB23 3UY (hereinafter called "the Parish Council") of the one part

And ..... (Full name of tenant)

of.....

.....(Full address of tenant)

(hereinafter called "the Tenant") of the other part.

WHEREBY the Parish Council agrees to let and the Tenant agrees to take on a yearly tenancy from the

..... day of..... Two Thousand and .....

the Allotment Garden number ..... in the Register of Allotment Gardens maintained by the Parish Council and containing ..... sq metres or thereabouts (subject to the exceptions and reservations contained in the Lease under which the Parish Council hold the land from the Varrier-Jones Foundation (hereinafter called "the landlord")) at the yearly rental of £..... for the first year, until the next rent day.

The tenant will be notified of any changes in the annual rent at least 30 days before the rent is due for payment. The rent is payable yearly and at a proportionate rent for any part of a year over which the tenancy may extend. The rent is to be paid to the Papworth Everard Allotment Association (hereinafter called "the Allotment Association"),

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed on this Agreement and to the Allotment Rules set by the Allotment Association as approved by the Parish Council and the Landlord, and also to the following conditions:

1. The rent shall be paid on the FIRST day of MARCH each year.
2. The Tenant shall become a member of the Allotment Association and pay the appropriate annual membership fees of the association when they fall due. The Allotment Association has been licensed by the Parish Council to act on its behalf in matters relating to the management and administration of the Papworth Everard Allotment Gardens.
3. The Tenant shall use the plot as an Allotment Garden 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 and to keep it clean and free from weeds and in a good state of cultivation and fertility and in good condition.

4. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct any access route or path set out by the Allotment Association or the Council for the use of the occupiers of the Allotment Gardens.

5. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof

6. The Tenant shall obey the Allotments Rules. (These Rules will ensure that you observe and perform all conditions and covenants contained in the Lease under which the Parish Council holds the land).

7. Any member or Officer of the Parish Council shall be entitled at any time when directed by the Council, to enter and inspect the Tenant's plot.

8. The Tenancy of the Allotment Garden shall terminate:

- (a) on the yearly Rent Day after the death of the Tenant, unless the tenancy is transferred to a family member under the rules governing the operation of the Allotment Gardens
- (b) whenever the lease or right of occupation of all, or part, of the Allotment Gardens terminates.

It may also be terminated by the Parish Council by re-entry after one month's notice:

- (i) If the rent is in arrears for not less than 40 days, whether or not it has been legally demanded OR
- (ii) If the Tenant is not duly observing the conditions of the tenancy or the rules set by the Allotment Association OR
- (iii) If the Tenant's conduct is such that it causes undue nuisance or annoyance to other users of the Allotment Gardens or occupiers of neighboring property OR
- (iv) If the Tenant is charged with committing a criminal offence within the allotment land, on the prescribed access route or on adjacent property OR
- (v) If the Tenant becomes bankrupt or compounds with their creditors.

The tenancy may also be terminated by the Parish Council or the Tenant by twelve months previous notice in writing expiring on or before 6th day of April or on or after the 29th day of September in any year. (see note 1, below)

9. When a tenancy comes to an end (however this happens) the Tenant must:

- (a) give up the allotment to us in the clean and tidy state required by these rules AND
- (b) hand back any items or property made available to the Tenant

10. Termination of the tenancy does not prevent the Parish Council or the Allotment Association from claiming damages from the Tenant for breach of these rules or from making appropriate deductions from any deposit the Tenant has paid. If the allotment is not left clean and tidy, the Parish Council or the Allotment Association may charge the Tenant for returning it to a satisfactory state.

11. On final termination of the Lease of the Allotment Gardens the Tenant will be required to remove all chattels from the plot, including any shed or greenhouse. If not removed, these items may become the property of the Landlord.

12. On termination of a tenancy or at the end of the Lease the Parish Council and Allotment Association and Landlord will not be liable to pay any compensation to the outgoing tenant.

Signed .....  
Clerk of the Council

Witness (Signed) .....

Witness address: .....

Signed .....  
Tenant

Witness (Signed).....

Witness address: .....

Note 1: This date must not be between the 6th April and the 29th September. (Allotment Act 1922. Section 1(1)(e).

Three copies of this Agreement will be prepared. All will be signed in the appropriate places. One copy will be handed to the Tenant, one will be retained by the Parish Council, and the third will be passed to the Allotment Association.