



CRANLEIGH PARISH COUNCIL

Clerk Pauline Whitehead. BA (Hons) FILCM
Assistant Clerk Vivien Edwards
Chairman Cllr B Ellis

ALLOTMENT GARDEN AGREEMENT

An agreement made this - day of ----- between the Cranleigh Parish Council (hereinafter called the Council) of the one part and ----- (herein called the Tenant of the other part whereby the Council agrees to let and the Tenant agrees to hire as a yearly Tenant from the – day of ----- the Allotment Garden numbered ----- provided by the Council at a yearly rent of --- + -- for water (subject to revision) payable yearly and at a proportionate rent for any part of a year over which the tenancy may extend.

The Tenancy is subject to the Allotments Act, 1908 to 1950 and to the regulations endorsed in this Agreement and also to the following conditions:-

- (a) A Tenant shall hold a maximum of one Allotment, unless there are more Allotment Gardens available than Tenants. Under those circumstances an additional Allotment Garden may be leased on a one year basis only. The Council may terminate the lease on the additional Allotment Garden at the end of one year with three months notice.
- (b) The Tenant is prohibited from conducting any trade or business on the Allotment Garden. Produce shall be for consumption by the Tenant or his family and friends only.
- (c) The rent shall be paid in advance before the 1st day of April in each year.
- (d) The Tenant shall keep the Allotment Garden clean and in good state of cultivation and fertility and in a good condition. Rubbish should not be allowed to collect in such a manner as to cause nuisance.
- (e) The Tenant shall be responsible for the path adjoining his Allotment Garden to the middle of the path and shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct any path set out by the Council for the use of the occupiers of the Allotment Garden.
- (f) The Tenant shall not underlet, assign, or part with the possession of the Allotment Garden or any part thereof, without the written consent of the Council.
- (g) The Tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.
- (h) The Tenant shall keep every hedge that forms part of the Allotment Garden properly cut and trimmed, keep all the ditches properly cleansed and maintain and keep in repair any other fences and any gates on the Allotment Garden.
- (i) The Tenant shall not, without written consent of the Council erect any building on the Allotment Garden.

- (j) The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupier of the Allotment Garden.
- (k) The Tenant shall not keep animals or livestock on the Allotment Garden, or bring a dog on to the Allotments except on a lead and tethered while the Tenant is working.
- (l) The Tenant shall, as regards the Allotment Garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land and any rules and regulations made by the Council for the better use and management of the allotment site.
- (m) The Tenant agrees that any Officer or Agent of the Council may enter and inspect the allotment at any time when authorised to do so by the Council.
- (n) The Tenant agrees to inform the Council immediately of any change of address.
- (o) The tenant agrees that any case of dispute between himself and any other occupier of an allotment garden shall be referred to the Council whose decision shall be final.
- (p) The Tenant shall not without previous consent in writing from the Council plant any trees, or fruit bushes that may grow in excess of 1.5 metres in height.
- (q) The Tenancy of the Allotment Garden shall terminate:-
 - (1) on the yearly rent day next after the death of the Tenant.
 - (2) whenever the tenancy or right of occupation under the terms of its lease of the Council terminates.
 - (3) It may also be terminated by the Council by re-entry after one months notice:-
 - (i) if the rent is in arrears for not less than 28 days, whether legally demanded or not.
 - (ii) if the Tenant is not duly observing the rules affecting the Allotment Garden or any other term or condition of his tenancy or if the Tenant becomes bankrupt or compounds with his creditors.
 - (4) The tenancy may also be terminated by the Council or Tenant by twelve months notice in writing expiring on or before the 6th day of April or on or after the 29th day of September in any year; any clause in a tenancy agreement providing for a shorter notice, or one due to expire at any other time is overridden by the statutory provision.

Signed _____ Assistant Clerk to the Council

Signed _____ Tenant