

RUSTINGTON PARISH COUNCIL

ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT made the **twenty ninth** day of **February 2019** between Rustington Parish Council (hereinafter called "the Council") and **Mrs Rose Gardener, 77 Legume Close, Rustington, West Sussex, BN16 3RW** (hereinafter called "the Tenant") by which it is agreed that:

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy of the Allotment Garden/s numbered **??** of the approximate area of **151.74** m² (previously known as **6** rods) being part of the Allotments provided by the Council at **Penfold Lane**.
2. The yearly rent of **???** to be paid, without deductions, on or before the first day of January in each year and subsequently at such annual rent as shall be decided by the Council. Notification of any subsequent change in such rent being given in the form of Notice to the Tenant of not less than twelve months prior to the due date of the rent.
3. Tenants taking up an Allotment Garden within the rent year will pay a proportion of the rent based on 1/12th of the annual rent for each complete month remaining. A Tenant may voluntarily relinquish the Allotment Garden/s before any year end but no rebate will be payable.
4. Tenants, when taking up an Allotment Garden, shall deposit with the Council the sum of £50.00 to cover the cost of clearance works if needed upon the termination of the tenancy.
5. The Tenant shall during the tenancy carry out the following obligations:
 - a. To pay the said rent at the time and in the manner aforesaid, clear of all deductions;
 - b. To use the Allotment Garden/s as an Allotment Garden/s and for no other purpose without the prior consent in writing of the Council;
 - c. To keep the Allotment Garden/s clean free from weeds and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway included therein or abutting thereon in a trim and decent order reasonably free from weeds;
 - d. 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 within the said Allotment site;
 - e. Not to underlet assign or part with the possession of the Allotment Garden/s or of any part thereof without the prior consent in writing of the Council;
 - f. No livestock or poultry of any kind shall be kept upon the Allotment Garden/s without the prior consent in writing of the Council;
 - g. Any dog brought into or kept in the area of the Allotment Garden/s by the Tenant or by anyone acting with his authority or approval must be kept on a lead at all times;
 - h. Not to erect any temporary or permanent building or other structure, including sheds, raised beds and Polytunnels, on the Allotment Garden/s without first obtaining the written consent of the Council, with the Council reserving the right to specify the type and size of buildings/structures to be erected. The installation of any raised beds will incur a further £50.00 deposit, and an undertaking by the Tenant that they will be responsible for removing them from the plot on termination of their Tenancy;

- i. Not to erect any fence on the Allotment Garden/s without first obtaining the written permission of the Council;
 - j. Not to bring or use barbed wire/razor wire on the Allotment Garden/s;
 - k. Not to cut or prune any timber or other trees to take sell or carry away any mineral gravel sand earth or clay without the prior permission in writing by the Council;
 - l. Not to plant any trees or fruit bushes or any crops which require more than twelve months to mature without the prior consent in writing of the Council;
 - m. To display clearly the plot number where it is provided by the Council of the Allotment Garden/s and maintain it in good condition;
 - n. Not to deposit, or allow others to deposit on the said Allotment Garden/s any earth, road sweeping refuse or other materials except only manure in quantities such as may be reasonably required for immediate use in cultivation;
 - o. Not to allow any vehicle, caravan or mobile home on the said Allotment Garden/s without the prior consent in writing of the Council;
 - p. To cultivate the Allotment Garden/s for and shall use it only for the production of fruit, vegetables and flowers for domestic consumption for themselves and/or their family. The Tenant must not carry out any business or sell produce with the exception of local Farmers Markets and any other events agreed following application to the Clerk of the Council;
 - q. To permit any officer or other agent or representative of the Council to enter on the Allotment Garden/s and inspect the condition thereof and of any building erected or being erected thereon;
 - r. Not to interfere or otherwise deface any notice erected by the Council nor erect any form or notice without the express permission of the Council;
 - s. To yield up the Allotment Garden/s at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained;
 - t. Not to use water troughs (where provided) to wash produce. Buckets of water should be used for this purpose;
 - u. Not to attach hose pipes or water extraction pumps to water troughs at any time;
6. Bonfires are prohibited on all Sites.
 7. Tenants have a duty of care to anyone else on the Allotment Garden/s whether authorised to be there or not and in particular during the use of strimmers, rotavators and other equipment, obstructions on paths and the application of chemicals, pesticides or fungicides or by the construction of any features on the Allotment Garden/s.
 8. Toxic Chemicals, Petrol, oil fuel or other inflammable liquids must be stored safely in appropriate containers and in appropriate amounts in accordance with the manufacturer's instructions.
 9. Should the Council consider it necessary to remove any materials, building or vehicle from the said Allotment Garden/s or to carry out any work in order to return the ground to a reasonable state of cultivation, then the Council may carry out this work and recover any costs incurred from the Tenant.
 10. The Council is entitled to compensation from the Tenant for any deterioration in the land arising from the Tenant/s failure to keep it clean and in a good state of fertility.

- 11. The Council is not liable for loss by accident, fire, theft or damage of any tools or contents of any shed or greenhouse and need not replace any shed and/or greenhouse which is destroyed or damaged.
- 12. Tenants must immediately inform both the Council and any relevant association in writing of changes of address or status.
- 13. Cars shall be parked on the authorised site (if any), in the designated parking areas only.
- 14. The Council shall pay all rates, taxes dues and other assessments which may at any time be levied or charged upon the Allotment Gardens.
- 15. 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/s and the tenancy shall therefore 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 due before the time of such re-entry but remain unpaid.
- 16. On the termination of this tenancy, the Tenant shall be entitled to receive such compensation as is provided for by the Allotments Acts 1908 to 1950 but if the Tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden/s 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.
- 17. This tenancy shall determine on the death of the Tenant and may also be determined in any of the following manners:
 - a. by either party giving to the other twelve months' previous notice in writing expiring on or before the first day of January or on or after the twenty fifth day of June in any year;
 - b. by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
 - i. if it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant herein contained; or
 - ii. if the Tenant shall become bankrupt or compound with his creditors.
- 18. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the Allotment Garden/s AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council for the time being.

AS WITNESS the hands of the parties hereto the day and year first before written.

CLERK OF THE COUNCIL **TENANT**

It is the policy of the Rustington Parish Council to encourage all plot holders to join the Rustington Horticultural Association.

*** Please note rent for 2020 is £40.50 (Delete if not appropriate)**

Any personal information such as name, postal address, telephone number, and email address, given via this form, will only be used to provide a requested service. It will be retained for as long as necessary to provide that service, and will not be disclosed to any other third party without your prior permission or unless the Council is required to do so by law.
June 2018