

AXBRIDGE TOWN COUNCIL



TENANCY AGREEMENT FOR ALLOTMENT GARDENS

This is an agreement between Axbridge Town Council (the Council) and
the Tenant of plot number

- 1) The Council agrees to let to the Tenant, on a yearly basis, the Allotment as indicated by the plot number above, at Hillside, Axbridge Somerset. The position of the plot is defined in the Council's Allotment Register.
- 2) The tenant agrees to abide by the rules in this agreement and the rules in the latest version of Allotment Rulebook.
- 3) An annual rent is payable on the 6th day of April each year. The Council will review and set the rent annually. Any changes in rent agreed by the Council will become effective from the following 1st April. The Tenant will be notified of any change at least one month before payment is due.
- 4) From 1st April 2016 a new Tenant or an existing tenant renting another plot will pay the Council a deposit on signing the Tenancy Agreement. This will be returned to the Tenant on termination of the Agreement as long as the plot is left in a state as good as it was when the agreement was signed. Deductions will be made from the deposit if work is necessary to bring the plot up to the standard at the signing of the agreement. Photographic evidence may be used to record the state of a plot. The amount payable as a deposit will be reviewed by the Council annually.
- 5) Twelve months written notice by either party can terminate the agreement on or before the 6th day of April or on or after the 29th day of September in any year.
- 6) The tenant should be a resident of the parish of Axbridge during the term of the tenancy.
- 7) During the tenancy the tenant must:
 - a) Keep the Allotment Garden in a clean, good condition, properly and substantially cultivated.
 - b) Maintain in decent order all fences and ditches bordering the Allotment Garden and keep trim and in decent order all hedges forming any boundary of the Allotment Garden.
 - c) Cultivate the Allotment Garden for the production of fruit, vegetables and flowers for domestic consumption by the tenant or his / her family.
 - d) Remove any injurious weeds from the plot as soon as possible.
 - e) Permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
 - f) Get the Town Council's permission before doing anything covered by the Allotment Rulebook.
 - g) Adhere to any rules and specifications in the Allotment Rulebook.
- 8) During the tenancy the tenant must not:
 - a) Cause any nuisance or annoyance to any tenant of any other part of the Allotments provided by the Council.
 - b) Assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden.
 - c) Obstruct or permit the obstruction of any of the paths or rights of way on the Allotments set out for the use of the tenants.
- 9) No ponds will be allowed on the allotment site.
- 10) All rates, taxes, dues or other assessments, which may at any time be levied or charged, upon the Allotment Garden will be paid by the Council.

Adopted: September 2018

- 11) If the tenant breaks any of the above provisions for a period of one month or longer, the Council may end the tenancy. This is without prejudice to any right the Council may have to claim damages for any breach or to recover any rent already due.
- 12) If the tenancy is terminated the tenant is entitled to compensation as provided for by the allotments Acts 1908 to 1950. If the tenant has been paid or promised compensation by the incoming tenant then before claiming compensation, details of the payment promised or made must be given in writing to the Council.
- 13) 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 post at the address at the head of this Agreement.
- 14) These conditions are subject to regular review by the Council.

SIGNATURES

Council:

..... (Date)
 Axbridge Town Clerk

Tenant:

..... (Date)

Name, address and contact details of Tenant:

Name:

Address:

Telephone No (s):

Email:

(Please note that telephone numbers and email addresses will only be used to contact you on allotment matters and not for any other purpose – View our [Privacy Notice](#) on our website. Please ensure that your contact details are kept up-to-date).