



An Agreement

Made this XXX day of XXX two thousand and twenty XXX between Pershore Town Council (hereinafter called the Council) of the one part and XXXX of XXXXX (Hereinafter called the Tenant) of the other part whereby the Council agree to let and the Tenant agrees to hire as a yearly tenant from the XXXXXXXX the Allotment Garden numbered XX in the register. Allotment Gardens provided by the Council at the current yearly rent of £28 pounds payable yearly for a full plot and at a proportionate rent for any part year over which the tenancy may extend. The tenancy is subject to the Allotments Act 1908 to 1950, to the regulations endorsed on this agreement and also to the following conditions:

1. The rent shall become due and payable on 1st April each year and may be reviewed annually.
2. The tenancy is subject to the Allotment Rules which may be amended from time to time.
3. The tenant agrees:
 - a) To keep the allotment garden clean, in a good state of cultivation and in good condition.
 - b) Not to cause any nuisance or annoyance to the occupier of any other allotment garden.
 - c) Not to obstruct by the parking of motor vehicles or any other means, any path provided for the use of occupiers of the allotment gardens or drive over said gardens and park considerately on those car park areas provided. Please respect the 5mph speed limit on site when driving to reduce the risk of an accident.
 - d) Not in any way alter the boundaries of the allotment garden or the dimensions of the paths which must be reinstated in the event of damage by the Tenant.
 - e) To leave any shed or greenhouse on the plot for the benefit of future tenants unless other given express permission by the Council to remove or replace it.
 - f) The Tenant shall keep every hedge that forms part of the allotment garden properly cut and trimmed, keep all ditches cleansed and maintain and keep in good repair any other fences, gates or paths on the allotment garden.
 - g) The tenant shall not use barbed wire for a fence adjoining any path set by the Council for use of the occupiers of the allotment gardens.

- h) Dogs must be kept on a lead and under control and not be allowed to foul the allotment site.
 - i) Not to sublet, assign or part with possession of the allotment garden without the consent of the Council.
 - j) Not to erect any building on the allotment garden without written consent of the Council. Should consent be given for a greenhouse to ensure the position of the greenhouse is such that there is no risk to the public from glass.
 - k) To ensure any chemicals and sharp tools used in the normal day to day management of your allotment are kept safely away from members of the public.
 - l) To observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration.
 - m) Children must be kept under control.
 - n) No livestock to be kept.
 - o) Not to use the Allotment Garden for commercial purposes.
 - p) No fires of any description to be lit from **1st April to 31st October** inclusive and the Council code of conduct relating to bonfires to be adhered to at all times. Any tenant lighting a nuisance bonfire, breaching the bonfire code or lighting any fire during the ban period will receive a formal warning. Any further breach of the code will result in the tenancy being terminated.
4. The tenancy of the allotment gardens shall terminate on the rent day next after the death of the tenant, unless otherwise agreed in writing, and may also be terminated by the Council by re-entry after one month's notice if:
 - a) The rent is in arrears for more than 28 days.
 - b) The tenant fails to observe any of the terms or conditions of the tenancy.
 - c) By either of the parties hereto giving the other twelve months' notice in writing.
 5. A deposit of £25 per full plot, (other deposits payable dependent on size of plot) is to be paid upon commencement of the tenancy which will be refunded upon termination of the tenancy if the plot is left in a clean and tidy condition.
 6. Any notice may be served on a tenant personally or by leaving it at their last known place of abode.
 7. The tenant undertakes to ensure he/she has public liability insurance through their own household insurance.

Signed.....

Designation.....

Signed

Tenant

