



THIS AGREEMENT made on the **XXth day of MONTH 20XX** between

Swillington Village Council of Swillington Village Hall, Church Lane, Swillington, LS26 8DX ('the Council')

and

NAME of ADDRESS ('the tenant')

by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Swillington Lane and referenced as **Plot X** in the Council's Allotment Register ('the Allotment Garden'). This plot is outlined in red for identification purposes only on the plan attached.
2. The Council shall let the Allotment Garden to the tenant commencing on the **Xst day of MONTH 20XX**.
3. The tenant shall pay a yearly rent of **£XX** whether demanded or not which shall be payable in full during the month of April every year. For any tenant taking on an allotment garden partway through a financial year, a pro-rata amount will be due upon taking on the tenancy. The Council reserves the right to increase the yearly rent on and from 1st April in any year after giving not less than 6 months written notice to the tenant. The Council offers a 20% discount to tenants currently in receipt of a state pension.
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers for use and consumption by themselves and their family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.
6. The tenant shall reside within Swillington during the tenancy and should inform the Council at the earliest opportunity should this cease to be the case. New tenants will be asked to provide a proof of address.

7. During the tenancy, the tenant shall:
- a) Keep the Allotment Garden clean and in a good state of fertility and cultivation. 60% must be cultivated for edible crops and 40% may be used for other horticultural leisure purposes (e.g. lawn, flowerbed). Tenants should not use carpet but only weed suppressant membranes.
 - b) Not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden. The allotment gardens are a working environment and children must always be supervised; children's play equipment, paddling pools, or similar are not permitted.
 - c) Not keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens, rabbits or bees, with the written consent of the Council, which shall not be kept for a business or a trade.
 - d) Not bring or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent. Tenants are permitted to bring a dog onto the allotment, provided it is under proper control and always kept within the confines of the allotment plot. It should not cause a nuisance or annoyance to any other person. All dog faeces must be removed from the allotment site.
 - e) Not park cars on allotment plots. All vehicular and trailer access onto the allotment plots is forbidden, with no exceptions.
 - f) Not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden.
 - g) Except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission, the tenant shall not erect a shed, greenhouse, or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission.
 - h) Not fence the Allotment Garden without first obtaining the Council's written consent.
 - i) Maintain and keep in repair the fences and gates forming part of the Allotment Garden. Tenants must not use barbed wire or any other fencing material that may cause injury.
 - j) Trim and keep in decent order all hedges forming part of the Allotment Garden. Tenants should ensure that any trees or shrubs do not overhang or interfere with any other allotment, or any other path or roadway on the allotment land.
 - k) Not to deposit, or permit to remain on, the allotment any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any such matter anywhere adjoining the plot, and not to bring onto or store on the allotment (or in any structure) materials or substances of any kind not for reasonably immediate use on the

allotment, and in any case never asbestos, building materials, poisons, or hazardous materials.

- l) Not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission.
 - m) Not cut, lop, or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent. Not to sell or carry away any turf, mineral or gravel, sand, or clay.
 - n) Be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to property.
 - o) Tenants at the Swillington Lane allotment site must not light any fires. Tenants at the Crescent allotment site should not light any fire on any part of the allotment so as to allow smoke to drift across a road or cause annoyance to any person. Any fires should only be lit within a brazier and should never be left unattended. Composting of green waste and leaves is the Council's preferred option.
 - p) Permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents. Tenants should indicate the number of their allotment plot by a number peg or board placed in a prominent position on the allotment.
 - q) Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.
 - r) To ensure the allotments are secure by leaving the padlock so it cannot be lost or stolen when coming and going from the allotment site.
8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
10. The Council has secured Public Liability only insurance for allotment holders; this does not cover the contents of huts and sheds. It is recommended that tenants do not keep expensive items at the allotments and that if you require the contents of your shed/hut to be covered by insurance that the tenant contacts their own insurance provider.
11. The tenancy may be terminated by the Council serving on the tenant not less than 12 months' written notice to quit.

12. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
 - a) The rent is in arrears for 40 days; or
 - b) The tenant has not observed the rules referred to in clause 8; or
 - c) The tenant lives more than one mile outside Swillington.
13. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
14. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
15. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit. The tenancy of the allotment garden would also terminate automatically upon the death of the tenant; the Council will contact a next of kin to determine a suitable conclusion to the tenancy.
16. On the termination of the tenancy, the tenant shall remove any shed, greenhouse, or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to the tenant.
17. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to the parties' postal address or sent by email. Any notice to be served by the tenant shall be addressed to the Council's Clerk (email address clerk@swillingtonvillagecouncil.gov.uk).
18. All tenancies will terminate if the Council ceases to own or have the right of occupation of the allotment land.

Signed by:

(The Tenant)

and

Signature of the Council's Proper Officer
Kate Goodare, Clerk and Responsible Financial Officer
For and on behalf of the Council