

CAPEL PARISH COUNCIL
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TENANCY AGREEMENT FOR CAPEL ALLOTMENT GARDENS

THIS AGREEMENT made the _____ (*date*) between
CAPEL PARISH COUNCIL (herein after called the Council)
and the tenant (name and address)

(herein after called the Tenant)
by which it is agreed:-

1. The Council shall let to the **Tenant** for him/her to hold as tenant from year to year the **ALLOTMENT GARDEN** of the approximate length of 23 metres (a full plot) or portion (one half or one third) thereof and recorded in the **COUNCIL'S ALLOTMENT REGISTER**.

2. The tenant shall pay an annual rent to be determined by the **Council** from year to year. A payment of £60 **for each full plot** shall be due by the end of March each year.

3. The tenant shall pay a deposit of £50 to be returned in full by the **Council** when this agreement has been terminated and the plot cleared and inspected by an Officer of the **Council**.

4. The tenant shall pay £75 per annum for the erection of temporary structures such as poly-tunnels. No permanent structures shall be permitted without written permission from the **Council**.

5. The tenancy may be terminated by either party to this agreement serving one month's notice. If it is agreed by the **Council** that the **tenant** is guilty of bullying or toxic behaviour, then the Agreement with the **tenant** shall be terminated immediately and the **tenant** prevented from entering their plot.

6. The tenant shall normally reside within the **Parish of Capel** during the continuance of the tenancy. However, the **Council** reserves the right to let to non-parishioners.

7. The tenant shall during the tenancy fulfil the following obligations:-

(a) The Allotment shall be kept in a **clean, decent and good condition and properly cultivated and not allowed to become overgrown and unattended**.

(b) No nuisance or interference shall be caused by the **tenant** to any other **tenant of the Allotments**. This behaviour will result in their Agreement with the **Council** being terminated.

(c) No livestock or poultry of any kind shall be kept upon the Allotment.

(d) **No dog** shall be brought into or kept in the area of the Allotments by the **tenant** or anyone acting with their authority or approval.

(e) **The tenant** shall not re-assign the tenancy, nor sub-let or part with the possession of any part of the Allotment without written consent from the **Council**.

(f) **The tenant** shall not erect any permanent or temporary structures, such as sheds or poly-tunnels, without written approval from the **Council**.

(g) **The tenant** shall **maintain in decent order** all fences and ditches bordering the Allotment and shall trim and keep in decent order all hedges forming any boundary to the allotment.

(h) **The tenant** shall maintain **any tree** which they have planted on the Allotment to a maximum height of 2 metres.

(i) **The tenant** shall not burn any combustible material which might cause nuisance. Bonfires will only be permitted after 6 pm and users of the adjoining tennis and cricket grounds must be considered.

(j) **The tenant** shall cultivate the Allotment for, and only use it for, the production of fruit, vegetables or flowers **for their domestic consumption**.

(k) **The tenant** shall use only approved amateur pesticides and these only with extreme care and attention to manufacturers' instructions. He /she shall be fully responsible for any damage to other allotments or boundary hedges.

(l) **The tenant** shall not **obstruct**, or permit the obstruction of, any of the paths on the Allotments.

(m) **The use of sprinklers or other automatic watering devices** shall not be permitted under any circumstances. Handheld hoses are permitted but these should not be left running unattended.

(n) **The tenant** shall permit the inspection at all reasonable times of the Allotment by any officer of the **Council**.

(o) In the case of **any dispute** relating to the forgoing sub-paragraphs **the decision of the Council shall be final and binding**.

8. The Council shall pay all **rates, taxes, dues** and other assessments, which may be levied or charged upon the Allotments.

9. If the tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of **one month or more, the Council may re-enter the Allotment and the tenancy shall come to an end** but without prejudice to any right of **the Council** to claim damages for any such breach or to re-cover any rent already due before the time of such re-entry but remaining unpaid.

10. On the termination of this Agreement **the tenant** shall be entitled to receive such compensation as is provided for by the **Allotments Act 1908 to 1950, but** if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment **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.

11. Any notice required by this agreement to **the Council or the tenant** shall be delivered electronically or sent by post via the **Clerk of the Council**.