



### **Sleaford Town Council Tenancy Agreement for an Allotment Garden**

**This Agreement** is made on the [insert date] day of [insert month and year] between **Sleaford Town Council, The Town Hall, Quayside House, Navigation Yard, Sleaford, Lincolnshire, NG34 7TW** ('the Council') and [insert full name of tenant] of [insert tenant's address] ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at [insert allotment site] and referenced as [plot number] in the Council's Allotment Register ('the Allotment Garden') **[outlined in red for identification purposes only on the plan attached]**.
2. The Council shall let the Allotment Garden to the tenant from [insert date] day of [insert month and year] and thereafter from year to year commencing on **1<sup>st</sup> October to 30<sup>th</sup> September at a yearly rent of [£xxx]** whether demanded or not which shall be payable in full on the **1<sup>st</sup> October each year** unless determined in accordance with the terms of this tenancy.
3. If taking on an allotment plot part way through the rental year the tenant shall pay a pro rata rental fee of **[£ insert amount]** whether demanded or not which shall be payable in full on commencement.
4. On commencing a new tenancy, a deposit paid. This will be refunded if the allotment is vacated in an acceptable condition, as considered by the Clerk.
5. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers for the use and consumption by him/herself and his/her family.
6. 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.
7. The tenant shall reside within **three miles** outside the boundaries of Sleaford during the tenancy.
8. The tenant must immediately inform the Council, in writing, of changes of address.
9. During the tenancy, the tenant shall: -
  - a) Keep the Allotment Garden clean and tidy and in a good state of fertility and cultivation;
  - b) Not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Gardens;
  - c) Not keep any livestock or animals on the allotment without the prior consent of the Council in writing. A maximum of 5 hens may be kept. Cockerels are not permitted;
  - d) Ensure that any dog brought onto the allotments are kept on Leads. Any litter arising from this should be cleaned up and removed from the site.
  - e) Not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
  - f) Erect sheds (not larger than 8 feet by 12 feet) and greenhouses (not larger than 8 feet by 10 feet) and must be located within the boundary of your allotment plot. Any structure on the Allotment Garden must be temporary and maintained to a safe standard.
  - g) Not fence the Allotment Garden without first obtaining the Council's written consent;

- h) Maintain and keep in repair the fences and gates forming part of the Allotment Garden;
  - i) Trim and keep in decent order all hedges forming part of the Allotment Garden;
  - j) Not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission.
  - k) Not cut, lop, fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
  - l) 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 their property;
  - m) Permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
  - n) Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Gardens or the Allotment Garden of another tenant.
  - o) Not use carpets or similar materials for the purpose of suppressing weeds.
  - p) Not burn any waste. Any evidence of Tenants burning, tenancy agreements will be terminated with immediate effect.
10. 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.
11. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
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) Three months after the commencement of the tenancy the tenant has not observed the rules referred to in this agreement; or
  - c) The tenant lives more than three miles outside **the boundary of Sleaford**.
13. The tenancy may be terminated by the tenant by serving on the Council written notice.
14. 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 tenant.
15. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be serve by the tenant shall be addressed to the Council **Clerk**.

Signed by the tenant		Signed by Clerk <b>For and on behalf of Sleaford Town Council</b>
Contact details		
Date		

**General Data Protection Regulations 2018**

The information you provide (personal information such as name, address, email address, phone number, organisation) will be processed and stored to enable us to contact you and respond to your correspondence, provide information and/or access our facilities and services. Your personal information will not be shared or provided to any other third party. For full details of the Council's data compliance policies, please visit [www.sleaford.gov.uk](http://www.sleaford.gov.uk)