

PLEASE RETURN TO: JULIE BONE, 43 ST JAMES CLOSE, RAWCLIFFE
YORK, YO30 5WL

DUNNINGTON PARISH COUNCIL

AGREEMENT FOR LETTING OF ALLOTMENT

(Revised January 2016)

Reference : _____
Location : Undergate Field
Unit Number :
Full / Half Size : Half

THE AGREEMENT made the _____ day of _____ 2016 between the
Dunnington Parish Council, hereinafter called 'The Council', by their Clerk of the one part
and

(Name and address)

hereinafter called 'The Tenant', of the other part.

WHEREBY IT IS AGREED as follows:

1. The Council and the Tenant ('s) take as from the first day of April 2016 all that plot of ground situate at Undergate Field Allotment .. containing square feet or thereabouts, at the rent of £.. per annum, payable in advance on the first day of April.
2. The Tenant agrees:
 - (a) to pay the said rent at the time and the manner aforesaid clear to all deductions;
 - (b) to use the said plot as an allotment garden (that is to say wholly or mainly for the production of vegetables and fruit crops for consumption by the tenant and his and her family) and for no other purpose;
 - (c) the plot is personal to the tenant and not to assign, underlet or part with possession of the said plot or any part thereof;
 - (d) not to cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand or clay;
 - (e) to permit any member, officer or servant of the Council at any time to enter upon and inspect the plot;
 - (f) not to erect any building or structure on the said plot;
 - (g) to use his/her best endeavours to protect the fence etc. enclosing the land and also any notice-boards which have been, or may at any time during his tenancy be, erected upon the land and keep tidy any pathway surrounding his/her allotment;
 - (h) not to deposit or allow other persons to deposit upon the said plot any earth, road sweepings or other materials excepting only manure in quantities such as may reasonably be required for immediate use in cultivation;
 - (i) to pay all outgoings;
 - (j) not to allow or form access for vehicular traffic;
 - (k) to plant trees to Council's approval, any such trees to become the property of the Council should the tenant vacate the land;
 - (l) to remove such trees should the Council give notice to vacate the land if the tenant so wishes;
 - (m) to cut or trim hedges adjoining the road to road safety standards;

3. The Tenancy hereby created shall continue until determined in any of the following manners:
 - (a) by the Tenant giving one months' notice in writing
 - (b) by the Council giving twelve months' notice in writing expiring on or before the first day of April or on or after the twenty-ninth day of September in any year;
 - (b) by re-entry by the Council at any time after giving three calendar months' previous notice in writing to the tenant on account of the plot not being properly maintained as determined by the Council or being required for any purpose;
 - (c) on the death of the Tenant.
 - (d) by re-entry by the Council at any time:
 - (i) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not, or
 - (ii) if it appears to the Council that there has been any breach of the conditions of the agreement on the part of the Tenant herein contained and provided that if such breach be of the conditions or rules affecting the cultivation of the plot at least three months have elapsed since the commencement of the Tenancy

4. Any notice given by the Council pursuant to Clause 3 hereof may be signed by their Clerk for the time being and shall be sufficiently served if sent to the Tenant by post at the abovementioned address, or left on the said plot.

5. The Tenant shall on termination of the Tenancy be entitled to compensation only in the event and to the extent prescribed by Section 2 sub-sections 2 and 3 of the Allotments Act 1922 as extended by the Allotments Act 1950 and no further or otherwise.

6. The Council shall on termination of the Tenancy be entitled to recover compensation from the Tennant by authority of Section 4 of the Allotments Act 1950 in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in a good state of cultivation and fertility.

7. The Council shall be required to renew this Agreement in the event of a rent review in due course.

IN WITNESS WHEREOF the Council and the Tenant have hereunto set their hands.

.....(Tenant)

.....(Witness)

.....(Address)

.....

.....
 (Clerk to the Parish Council)