MALDON TOWN COUNCIL

TENANCY AGREEMENT FOR ALLOTMENT GARDENS

Inis	AGREEMENT made the day of	
betw	een Maldon Town Council (hereinafter called the Council) and	
	(hereinafter called the tenant)	
by w	hich it is agreed that:	
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 area ofsq. m. being part of the Allotments provided by the Council at	
	allotment site and numbered in the Council's Allotment Register.	
2.	The tenant shall pay a yearly rent of £ on the 30 th day of September in each year unless otherwise agreed in writing.	
3.	tenancy maybe terminated by either [party to this agreement serving on the r not less than 12 months written notice to quit expiring on a date between September in one year and 6 th April in the following year. It may be inated by the Council by re-entry after 1 months' notice; the rent is in arrears for not less than 40 days; or the tenant is not duly observing the Rules affecting the allotment garden.	
	The tenancy shall also terminate, unless otherwise agreed in writing on the next	

rent day following the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates.

- 4. The tenant shall reside within the town of Maldon during the continuance of the tenancy. (Allotments will be let to people outside Maldon providing there is not a waiting list of Maldon residents)
- 5. The tenant shall during the tenancy carry out the following obligations:
- a. The Allotment Garden shall be kept in a clean, decent, and good condition and properly cultivated if any plot remains uncultivated or in a poor condition for more than three months it shall be repossessed by the Council.
- b. Well behaved, supervised children are welcome on the allotment sites provided they are accompanied by a parent or guardian who remains with them whilst on the site.
- c. No nuisance or annoyance shall be caused by the tenant to any tenant of any other part of the Allotments provided by the Council.
- d. The prior approval of the Town Council is required if a tenant wishes to keep chickens or rabbits. No livestock shall be kept on an Allotment Garden other than a maximum of 7 hens (no cockerels) or 4 rabbits for the tenant's own domestic use on plots over 100 sq.m. A maximum of 3 hens and 2 rabbits shall be kept on plots under 60 sq.m. This may increase on a pro-rota basis until the plot size increases to 100sq.m. The plot will mainly be used for the cultivation of vegetables and fruit. The tenant shall notify the Town Council stating the number of hens or rabbits to be kept and supply details of the housing and enclosures for the livestock. A tenant keeping livestock on his plot shall also abide by the following conditions:

- Conform to all current regulations and restrictions regarding animal welfare and husbandry
- Provide the Town Council with a specification outlining the construction and location details of the shelter and enclosure including security measures for the structure
- Provide suitable storage for animal feed
- Take suitable measures to deter rodents and vermin
- Consideration be given to possible nuisance to neighbouring plot holders and nearby premises
- Livestock bedding to be composted on the tenants own plot or removed from the site.
- e. The tenant shall not assign the tenancy, nor sub-let or part with the possession of any part of the Allotment Garden.
- f. Tenants may erect a small shed <u>or</u>, greenhouse to the approved specification detailed below, subject to the appropriate planning permissions being obtained from <u>both</u> the Maldon Town Council and Planning Department, Maldon District Council:

Approved Shed Specification

Height: 2m, Length: 2m, Width: 1½m, Material: Wooden – To be kept locked when not in use.

Approved Greenhouse Specification

Height: 2m, Length 2m, Width 1½m. – The use of glass within its construction is forbidden. Plastic or polythene glazing is permitted. To be locked when not in use.

- g. The tenant shall maintain in decent order all fences and ditches bordering the Allotment Gardens and shall keep trim and keep in decent order all hedges and footpaths forming any boundary of the Allotment Garden.
- h. The tenant shall not without first obtaining written consent of the Council cut, lop or fell any tree growing on the Allotment Garden.
- i. The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself and his family.
- j. Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect an Allotment Garden.
- k. The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotment set out for the use of the tenants of the Allotment Gardens.
- I. Shall not connect a hose pipe to any work tap or tank.
- m. Shall not erect any fence or barbed wire adjoining any path set out by the Council for the use of occupiers of the Allotment Gardens.
- n. Shall not plant any trees or fruit bushes which require more than 12 months to mature without written consent of the Council.
- o. Shall not deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation), stones or rubble or place any matter in any hedges, ditches or dykes in the said allotment site or any adjoining land.
- p. Shall not erect any notice or advertisement on the Allotment Garden.
- q. Shall notify the Council forthwith of any change of address.
- r. Shall not use chemical sprays on any path provided by the Council for the use of the occupiers of the Allotment Gardens.

- s. Shall, as regards the Allotment Garden, observe and perform all conditions and covenants contained in the lease under which the Council hold the land.
- t. Shall observe and perform any other special condition which the Council consider necessary to preserve the Allotment Garden from deterioration, and which notice will be given to tenants.
- u. Tenants must abide by the attached guidelines issued by the Town Council regarding fires on allotment sites. (see appendix "a")
- v. It is forbidden to use any carpet or underlay on the site.
- 6. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
- 7. If the tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end 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.
- 8. Should it be reported, as a result of an allotment inspection, that a plot has become overgrown and after a letter of enquiry has been forwarded no suitable reason for the condition has been submitted to the Town Council, the plot will be strimmed and the tenant charged at the current rate for strimming as stated in the Ground Maintenance Contract.
- 9. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 and 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden 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.
- 10. Any notice may be served on a tenant either personally or leaving it at his last known place of abode, or by ordinary or recorded delivery addressed to that place, or by fixing the same in some conspicuous manner on the Allotment Garden.

	Clerk of the Maldon Town Council
SIGNATURES	
	Tenant
Address	
Telephone No.	
Email	

To note that the information contained in this document will be stored on a computer