

**AN AGREEMENT** made the 1<sup>st</sup> January 2020 **BETWEEN (1) THE HYNDBURN BOROUGH COUNCIL** (hereinafter called “The Council”) and **(2) Mr. John Smith** (hereinafter called “The Tenant”)

**WHEREBY IT IS AGREED** as follows:-

1. The Council agrees to let and the Tenant agrees to take a tenancy **from 1<sup>st</sup> January 2020 to 31<sup>st</sup> March 2021** and thereafter on a yearly tenancy from the **1<sup>st</sup> day of April**. The allotment garden numbered **Allotment 1** in the Register of Allotments kept by the Council and containing in the whole **approximately 400 square yards** or thereabouts **SUBJECT** to the exceptions and reservations contained in the Lease under which the Council holds the land at the yearly rent of **£25.00 (twenty five pounds only) plus £20.00 (twenty pounds) water charges**, payable yearly in advance. Tenancies taken from 1<sup>st</sup> April to 30<sup>th</sup> September will be charged a full year’s rental and water charge. Tenancies taken after 30<sup>th</sup> September will be charged a half year rental and water charge for the period ending 31<sup>st</sup> March.
  
2. **THE** Tenant agrees with the Council
  - (1) To pay the rent reserved in advance and without deduction otherwise than allowed by statute on 1<sup>st</sup> April in each year.
  - (2) That the Council may increase the yearly rent upon giving to the Tenant not less than 12 months’ notice of such rent increase.
  - (3) To use the allotment garden as an allotment garden only and for no other purpose.
  - (4) To keep the allotment garden clean free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart-track included in or abutting on the allotment garden (or in the case of any pathway or cart-track abutting on the allotment garden and any other allotment garden or allotment gardens the half –width of it) reasonably free from weeds.
  - (5) Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to any other person or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens.
  - (6) Not to underlet assign or part with possession of the allotment garden or any part of it without the written consent of the Council.
  - (7) Not without the written consent of the Council to cut or prune any timber or other trees or take sell or carry away any mineral gravel sand earth or clay.
  - (8) To keep every hedge that forms part of the allotment garden properly cut and trimmed and all ditches properly cleansed and to maintain and keep in repair any fences and any gates on the allotment garden and to use his best endeavours to protect any other

hedges fences or gates in the allotment field of which the allotment garden forms part or in adjoining land and any notice board which has been or may at any time during the tenancy be erected by the Council upon the allotment garden or the allotment field.

- (9) Not without the written consent of the Council to erect any building on the allotment garden provided that consent shall not be refused under this clause to the erection of any building reasonably necessary for the purpose of keeping hens or rabbits.
- (10) Not to bring any caravan on to the allotment site.
- (11) Tenants are permitted to erect timber sheds, greenhouses and/or appropriately sized polytunnels subject to obtaining any statutory permissions. No other storage facility is permitted including brick/concrete built stores or metal containers.
- (12) Small fires are permitted on the allotment plot for the purpose of burning rubbish. However they must be contained within a small container and must not be left unattended. It is requested that consideration be given to neighbouring residents and allotment plot holders when lighting fires. Notice must be provided in advance to both the Council and the Fire Service for larger fires.
- (13) Allotment plots must not be used for storage purposes other than for storing tools and materials normally used for maintaining an allotment. Large items of machinery or vehicles are not to be stored on the plots overnight. Allotment plots must only be used for cultivation and/or the keeping of poultry/rabbits (where applicable) only.
- (14) Not to use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.
- (15) Not without the written consent of the Council to plant any trees or fruit bushes or any crops which require more than 12 months to mature.
- (16) Not to deposit or allow other persons to deposit on the allotment garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges ditches or dykes in the allotment field of which the allotment garden forms part or in adjoining land.
- (17) Not to keep any dog upon the allotment garden.
- (18) Not to bring or cause to be brought into the allotment field of which the allotment garden forms part any dog unless the dog is held on a leash.
- (19) Not to keep any animals or livestock of any kind upon the allotment garden except hens or rabbits to the extent permitted by the Allotments Act 1950 Section 12.
- (20) Not to erect any notice or advertisement on the allotment garden.
- (21) That the Council shall have the right to refuse admittance to any person other than the tenant or a member of his family to the allotment garden unless accompanied by the Tenant or a member of his family.

- (22) That any case of dispute between the Tenant and any other occupier of an allotment garden in the allotment field shall be referred to the Council whose decision shall be final.
  - (23) That the Tenant shall inform the Council immediately of any change of his address.
  - (24) That the Tenant shall yield up the allotment garden at the determination of the tenancy created by this Agreement in such condition as shall be in compliance with the Agreements contained in this Agreement.
  - (25) That any officer or agent of the Council shall be entitled at any time when so directed by the Council to enter and inspect the allotment garden.
  - (26) That he shall not use the allotment or any part thereof for any trade or business purposes.
  - (27) That the Tenant shall observe and perform any other special condition which the Council considers necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with clause 4 below.
  - (28) That he shall as regards the allotment garden observe and perform all conditions covenants restrictions terms and obligations contained in the deeds under which the Council hold the land.
3. (1) This tenancy shall determine on the rent day next after the death of the Tenant and the tenancy shall also determine on the day on which the tenancy or right of the Council determines.
- (2) This tenancy may also be determined in any of the following ways:-
- (i) By either party giving to the other 12 months previous written notice to quit expiring on or before 6<sup>th</sup> April or on or after 29<sup>th</sup> September in any year.
  - (ii) By re-entry by the Council any time after giving 3 months previous notice in writing to the Tenant on account of the allotment garden being required:-
    - (a) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision of
    - (b) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes
  - (iii) By the Council by the service of one months written notice to quit on the Tenant or by re entry upon the allotment at any time after the service of one months notice on the Tenant:-
    - (a) if the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not or
    - (b) if it appears to the Council that there has been a breach of the conditions and

agreements on the part of the Tenant contained in this Agreement or a breach of the Council's Rules as to Allotments and provided that if such breach is of the Conditions or rules affecting the cultivation of the allotment garden at least 3 months have elapsed since the commencement of his tenancy.

(c) if the Tenant shall become bankrupt or compound with his creditors or

(d) if the Tenant is resident more than a mile out of the district for which the allotments are provided.

4. ANY notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Corporate Property Manager and may be served on the Tenant either personally or by leaving it at his last known place of abode or by registered letter or letter sent by the Recorded Delivery service addressed to him there or by fixing the same in some conspicuous manner on the allotment garden comprised in this Agreement. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to Corporate Property Manager, Hyndburn Borough Council, Scaitcliffe House, Ormerod Street, Accrington BB5 0PF.

AS WITNESS the signatures of the parties hereto the day and year first before written.

WITNESS to the signature of )  
the said )

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**CORPORATE PROPERTY MANAGER**

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WITNESS to the signature of )  
the said )

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**TENANT**

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