

## NEW ALLOTMENT TENANCY AGREEMENT

**AN AGREEMENT** made the between **Rogerstone Community Council**, of Tydu Community Hall, Welfare Grounds, Tregwilym Road, Rogerstone, Newport (hereinafter called "the Council") of the one part and NAME ADDRESS:

(hereinafter called "the Tenant" of the other part

**WHEREBY** The Council agree to let, and the Tenant agrees to take on a yearly tenancy from the 01.04.20 in the Allotment Garden numbered in the Register of Allotment Gardens kept by the Council and containing in the whole 4 approximately perch or thereabouts, subject to the Exceptions and Reservations contained in the Lease under, which the Council hold the land, at the yearly rent of £ per perch (subject to annual increase) payable yearly in advance thereafter, and at a proportionate rent for any part of a year over which the tenancy may extend (A full tenancy runs 1<sup>st</sup> April – 31<sup>st</sup> March).

- 1 The Tenant thereby agrees with the Council as follows
  - (a) To pay the rent hereby reserved in advance without deduction
  - (b) To use the Allotment garden as an Allotment garden and for no other purpose
  - (c) To keep the Allotment garden clean free from weeds and otherwise maintained in a good state of cultivation and fertility and good condition and to keep any pathway track included therein or abutting thereon reasonably free from weeds
  - (d) Not to cause or permit any nuisance or annoyance to the occupier of any other Allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the Allotment gardens
  - (e) Not to underlet or assign or part with the possession of the Allotment garden or any part of it without the written consent of the Council
  - (f) 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 earth sand or clay
  - (g) To keep every hedge that forms part of the Allotment garden properly cut and trimmed all ditches properly cleansed and maintained and to 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 situate 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
  - (h) Not without the written consent of the Council to erect any building on the Allotment garden provided that consent shall not be unreasonably withheld under this clause to the erection of a garden shed or greenhouse
  - (i) 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.

- (j) 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
  - (k) 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 situate in the Allotment field of which the Allotment garden forms part or in the adjoining land
  - (l) Not to bring or cause to bring into the Allotment field of which the Allotment garden forms part any dog.
  - (m) Not to keep any animals or livestock of any kind upon the Allotment
  - (n) Not to erect any notice or advertisement on the Allotment gardens
  - (o) That the Council shall have the right to refuse admittance to any person other than the Tenant or member of his family to the Allotment garden unless accompanied by the Tenant or a member of his family
  - (p) 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
  - (q) That the Tenant shall inform the Council forthwith of any change of address
  - (r) That the Tenant shall yield up the Allotment garden at the termination of the tenancy hereby created in such condition as shall be in compliance within the Agreements herein contained
  - (s) 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
  - (t) That the Tenant shall observe and perform any other special conditions which the Council consider necessary to preserve the Allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 3 of this Agreement
- 2 This tenancy shall determine on the yearly rent day next after the death of the Tenant. The tenancy shall also determine on the day on which the tenancy of the Council determines. This tenancy shall also be determined in any of the following manners: -
- (A) By either party giving to the other twelve months previous notice in writing expiring on or before the sixth 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 months previous notice in writing to the Tenant on account of the Allotment garden being required
    - (i) For any purpose (not being the use of the same for agriculture) for which

it has been appropriate under any statutory provision or

- (ii) For building mining or any industrial purpose or for roads or sewers necessary in connection with any of these purposes
- (C) By re-entry by the Council at any time after giving one months previous notice in writing to the Tenant: -
- (i) If the rent or any part therefore is in arrears for not less than forty days whether legally demanded or not
  - (ii) If it appears to the Council that there has been a breach of the conditions of the agreements 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 Allotment garden at least three months has elapsed since the commencement of the tenancy or
  - (iii) If the Tenant shall become bankrupt or compound with his creditors
- 3 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk to the Council for the time being 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 comprised herein. 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 pre-paid post letter to the Clerk of the Council

**AS WITNESS** the hands of the parties hereto the day and year first before written

**I DO HEREBY ACCEPT** the tenancy of Plot Number     at a yearly rental of per perch. (Subject to annual increase) at the Cefn allotments on the terms and conditions set out above.

Signed

Address

Date