

AGREEMENT FOR RENTING OF ALLOTMENT GARDEN

THIS AGREEMENT made on the above-mentioned date **BETWEEN** the Parish Council of Bray [hereinafter called the Council] of the one part and the above-named tenant [hereinafter called the tenant] of the other part **WHEREBY:**

1. Prospective Tenants for both Bray and Gays Lane allotments will be asked to prove residency within Bray Parish.

Should the resident relocate to a property/abode outside of Bray Parish, the tenancy will continue until the point of annual renewal, when the Parish Council reserves the right to serve notice on the plot under the Standard Conditions of rental.

2. **The Council** agrees to let, and the Tenant agrees to take on a tenancy from the 1st day of October for renewal on a yearly basis from 1st October, as outlined above in the register of allotment gardens provided by the Council at a yearly charge of **£9.00 per 25 square metres** [over 60's discount of 50% is only applicable to tenancies commencing prior to the 30th September 2020]. This is subject to the exceptions and reservations continued in the lease under which the Council holds the land and subject to provisos and conditions hereinafter contained:

3. **The Tenant** hereby agrees with the Council as follows:

- To pay the rent hereby reserved on the first day of October in every year during the continuance of this tenancy without any deductions whatsoever.
- To ensure all paperwork and agreements are signed and returned to the Parish Office by the second week of October. Failure to return these documents will result in a breach of agreement between parties, and the Parish Council will reserve the right to retract the tenancy.
- To use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of the Council
- 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 track abutting thereon reasonably free from weeds and passable by foot.
- 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 site
- Not to underlet assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of the Council

- Not without the prior consent in writing 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
 - Not without prior consent in writing of the Council to erect any building on the allotment garden **AND** regarding any building for which consent has been granted to erect the same in accordance with plans or specifications [and of materials specified therein] submitted to the Council by the Tenant
 - Not to erect any fence or barbed wire adjoining any path set out for the use of occupiers of the allotment gardens
 - Not without the previous consent in writing of the Council to plant any trees or shrubs
 - Not to bring any dog onto the allotment garden
 - To notify the Council forthwith of any change of address of the Tenant
 - To permit any officer or representative of the Council to enter on the allotment garden and inspect the condition thereof and of any building erected thereon
 - Not to deposit or allow to be deposited any refuse [except manure and compost as may reasonably be required for cultivation] on or in the vicinity of the said allotment site or adjoining land
 - To observe and perform any other special condition which the Council considers necessary to preserve the allotment garden from deterioration and of which notice to applicants is given in accordance with these rules.
 - To carry on activities on the allotment in a safe manner, without bringing unnecessary hazards or any toxic chemicals onto the site and to keep allotment and the surrounding area free from obstruction.
4. **The Council** hereby agrees with the Tenant that the Tenant observing and performing the conditions contained in this agreement may peaceably use and enjoy the allotment garden without any interruption by the Council
5. **This Tenancy** shall determine on the death of the tenant and may also be determined in the following manner:
- Whenever the tenancy or right of occupation of the Council terminated
 - By either party giving to the other twelve months' previous notice in writing expiring on or before the sixth day of October or on or after the twenty ninth day of March in any year.
 - By re-entry by the Council at any time after giving three months' notice in writing to the Tenant on account of the allotment being required [i] for any purpose for which it has been appropriated under a statutory provision or [ii] for building mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes

- By re-entry by the Council at any time after giving one month's previous notice in writing to the tenant if [i] the rent or any part thereof 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 breach of the conditions and obligations on the part of the Tenant herein contained or [iii] if the Tenant shall become bankrupt or compound with his creditors
6. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk and any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent to the Clerk of the Council

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

Signed: _____

Name: _____

Date: _____