

AN AGREEMENT

Dated:

To:

SANDON PARISH COUNCIL
Recreation Ground
Rectory Chase
Sandon
Chelmsford CM2 7SQ

Tel: 01245 477111 Email: parishclerk@sandon.info
Website: www.sandon.info

An Agreement made this day of

Two thousand and **BETWEEN** the Sandon Parish Council
(hereinafter called the Council) of one part and

Of

(hereinafter called the Tenant) of the other part whereby the Council agree to let and the Tenant agrees to hire as a yearly tenant from the Day of Two thousand and the Allotment Garden(s) numbered in the Register of Allotment Gardens provided by the Council and containing 6.0 m x 23 m (138 square metres) or thereabouts (subject to the exceptions and reservations contained in the Lease under which the Council hold the land) at the yearly rent of Ten Pounds payable yearly.

In addition to the rent payable hereunder the Tenant shall also pay one-eighth part of all outgoings expended by the Council in respect of the supply of water to the Allotment Gardens and all properly levied rates therefore by the appropriate authority. Such rates and payments shall be made by the Tenant to the Council annually in arrears on the 30th September, and at a proportionate amount for any part of a year over which the tenancy may extend.

The tenancy is subject to the Allotments Acts, 1908 to 1950 and to the regulations endorsed on this Agreement and also to the following conditions:

- (a) The rent shall be paid on the 30th day of September in each year.
- (b) The Tenant shall keep the Allotment Garden(s) clean and in a good state of cultivation and fertility and in good condition.

- (c) The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
- (d) The Tenant shall not underlet, assign, or part with the possession of the Allotment Garden(s) or any part thereof, without the written consent of the Council.
- (e) The Tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.
- (f) The Tenant shall keep every hedge that forms part of the Allotment Garden(s) properly cut and trimmed, keep all ditches properly cleansed, and maintain and keep in repair any other fences and any gates on the Allotment Garden(s).
- (g) The Tenant shall not, without the written consent of the Council, erect any building on the Allotment Garden(s), provided that consent shall not be refused under this subparagraph to the erection of any building reasonably necessary for the purpose of keeping hens or rabbits.
- (h) The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Gardens.
- (i) The Tenant shall, as regards the Allotment Garden(s), observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land.
- (j) Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden(s).
- (k) The tenancy of the Allotment Garden(s) shall terminate on the yearly rent day next after the death of the Tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice:
 - (i) If the rent is in arrear for not less than 40 days; or

- (ii) If the Tenant is not duly observing the Rules affecting the Allotment Garden(s), or any other term or condition of this tenancy, or if the Tenant becomes bankrupt or compounds with his creditors.

The tenancy may also be terminated by the Council or Tenant by twelve months' notice in writing.

Signed:

Designation: Parish Clerk

Signed:
(Tenant)

Witness:..... Witness:

Name: Name: