



## TENANCY AGREEMENT

An **Agreement** made this **XXXXX** between the **Bishop's Stortford Town Council** (hereafter called the Council) of the one part and of **XXXXXXX** (hereinafter called the Tenant) of the other part whereby the Council agrees to let, and the Tenant agrees to take on a yearly tenancy from the **1<sup>st</sup> January 2020** the Allotment garden numbered **XX** on allotment site **XXXXXXX** in the Register of Allotment Gardens provided by the Council containing **XX** sq.rods each (total) or thereabouts (subject to the exceptions and reservations contained in the Lease under which the Council hold the land), at the rent of **£XXX** payable yearly and at a proportionate rent for any part of a year over which the tenancy may extend. The rent may be varied on the Council servicing not less than one year's written notice on the tenant, such notice shall be deemed to form part of this agreement. The tenancy is subject to the regulations endorsed on the Agreement and also to the following conditions:-

- (a) The rent shall be paid on the **First** day of **January** each year.
- (b) The Tenant shall keep the Allotment Garden clean and in a good state of cultivation and in good condition, subject to the satisfaction of the Site Agent. The long term use of carpeting or underlay as a long term weed suppressant is not permitted.
- (c) The tenant shall not either individually or collectively with other tenants (whether intended or not) cause any nuisance or annoyance to the occupier of any other allotment garden or residents of adjoining properties, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
- (d) The Council may at any time restrict or prohibit entirely the use of bonfires if deemed necessary to avoid the risk of nuisance. If bonfires are restricted the Council may immediately terminate the tenancy of any tenant found lighting or otherwise tending to a bonfire whether on his/her plot or elsewhere on the site.**
- (e) The tenant shall not underlet assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
- (f) 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.
- (g) The tenant shall keep every hedge that forms part of the boundary of his/her Allotment Garden properly cut and trimmed, keep all ditches properly cleansed, and maintain and keep in repair any other fences and any other gates or sheds on the Allotment Garden. The tenant shall also maintain the boundary of his/her Allotment Garden.
- (h) The tenant shall not without the written consent of the Council erect any building on the Allotment Garden.
- (i) 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 Allotments Gardens.
- (j) The tenant shall as regards the Allotment Garden observe and perform all conditions and covenants contained in the Lease under which the Council hold the land.
- (k) 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.

- (l) Not to use on the Allotment Garden or within Allotment sheds any chemical of any description which in the opinion of the Council is dangerous.
- (m) The tenant shall not store any material or equipment on the allotment garden which, in the opinion of the Council, is not related to allotment cultivation. Should this infringement occur the Council staff will remove the item(s) forthwith without any liability falling on the Council.
- (n) Supervised social activities on sites are permitted if organised or agreed by the site agent.
- (o) The tenancy of the Allotment Garden 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:-
  - (1) if the rent is in arrears for 40 days or more, or
  - (2) if the tenant is not duly observing the conditions of his tenancy, or
  - (3) if he becomes bankrupt or compounds with his creditors.

**(4) if onsite parking is used other than whilst working on the allotment.**

The Tenancy may also be terminated by the Council or the tenant by twelve months' notice in writing expiring on 31st December.

- (p) The tenant must clear the plot on giving up the tenancy. Failure to do so will result in a charge of £50, or if excessive the actual cost of the clearance.
- (q) The use of hosepipes or irrigation systems fed from the mains water supply is not permitted.

Changes of address must be notified to the Chief Executive Officer, Bishop's Stortford Town Council, The Old Monastery, Windhill, Bishop's Stortford, Herts. CM23 2ND.  
01279 712148

**The Council may use the information I have provided to process my request for allotment services. It may check some of the information with other sources within the council, other councils and government departments. Information will not be passed to third parties except where this is necessary to process the application. During the course of processing or storage, information may reside or pass through electronic systems outside the EU.**

Signed: .....  
Allotment Holder

Date:

Signed: .....  
pp Chief Executive Officer

Date:

**Start-up Fee £28.00 + Rent £XXX + Key Charge £7.60 = £XXXX now due**

Any payments can be made by cash or cheque made payable to **BSTC** or a payment can be made via Internet or Telephone Banking. Sort Code: **30 90 84** (Lloyds) Account no: **00105598**. Please use your customer ID: **XXXXXX** as the reference.