

Allotment Tenancy Agreement
Council's Copy

THIS AGREEMENT is made the **1st** day of **April, 2010** BETWEEN THE HARTLEPOOL BOROUGH COUNCIL (hereinafter called the "Landlord" or "Council") by C. Wenlock, Parks and Countryside Manager of the one part and «**Salute**» «**Christian_Name**» of «**Address1**» Hartlepool (hereinafter called the "Tenant") of the other part whereby the Council agrees to let and the Tenant agrees to take from the **1st** day of **April, 2010** until the last day of March 2011, the Allotment Garden numbered «**Plot**» in the Register of «**Site**» Allotment Gardens provided by the Council at the full annual rent of £«**Amount**» payable in advance on the 1st of April in each year. Where the first year's tenancy is less than 12 months' duration, an interim pro rata charge will apply. Under normal circumstances, the Tenant will be offered a subsequent annual renewal of tenancy, subject to an acceptance of the prevailing Rules and Conditions of Tenancy at the time and any applicable revised rent demand to commence on the first day of April each following year.

The Tenant hereby agrees to observe and perform:-

- (1) The Rules and Conditions of Tenancy as provided in the current '**Rules and Conditions of Tenancy Booklet for Hartlepool Allotment Tenants**' dated 2010, which the Tenant acknowledges to have received a copy of on the signing of this agreement and any revisions that are duly required for which the tenant receives written notification.

PROVIDED ALWAYS AND IT IS HEREBY AGREED that in the event of the land of which the said Allotment Garden forms part being required for any of the purposes mentioned in sub-sections (b), (c), (d), (e) of Section 1 of the Allotments Act, 1922, the Council may re-enter upon the said Allotment Garden after giving the Tenant previous notice in writing in accordance with Section 1 of the Allotments Act, 1922 and thereupon the tenancy hereby created shall determine, but without prejudice to the right of action of the Council in respect of any arrears of rent or any breach of the said rules.

SIGNED by the said C. Wenlock:- Chris Wenlock)

In the presence of:- G. Davies)

PRINT NAME (TENANT) _____)

SIGNED by the said:- _____)

PRINT NAME (WITNESS) _____)

SIGNED by the said:- _____)

Please return ONE signed copy of Tenancy Agreement to:- Allotments Team, Parks and Countryside, Hartlepool Borough Council.