

**AN AGREEMENT** made the & day of &

**BETWEEN**

(1) Denbighshire County Council of Council Offices Wynnstay Road, Ruthin, Denbighshire ('the Council') acting by Head of Finance and Assets of Caledon, Smithfield Road, Denbigh, Denbighshire, LL16 3RJ and

(2)

('the Tenant')

**WHEREBY IT IS AGREED** as follows:

**1. AGREEMENT TO LET**

The Council agree to let and the Tenant agrees to take from the & day of & the allotment garden numbered & situate at & in the County of Denbighshire.

**PAYING THEREFOR**

- a) Upon the signing hereof the sum of & in respect of the period up to the 31st March, &
- b) From the 1st day of April & the annual rent of £25.00 in advance and
- c) By way of additional rent such rent as shall be determined from time to time by the Council to be the annual rent for allotments in the area.

**2. TENANT'S AGREEMENTS**

The Tenant agrees with the Council:

**2.1 RENT**

To pay the rent hereby reserved in advance and without deduction on the 1st day of April each year.

**2.2 USE OF THE LAND**

To use the allotment garden as an allotment garden only and for no other purpose.

**2.3 CULTIVATION**

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 cart-track included in or abutting on the allotment garden (or in the case of any pathway or cart-track abutting on the allotment garden and any other allotment garden or allotment gardens the half width of it) reasonably free from weeds.

**2.4 NUISANCE**

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.

**2.5 RESTRICTION ON ASSIGNMENT**

Not to underlet assign or part with possession of the allotment garden or any part of it without the written consent of the Council.

**2.6 WASTE**

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 sand earth or clay.

**2.7 HEDGES**

To keep every hedge that forms part of the allotment garden properly cut and trimmed and all ditches properly cleansed and to maintain and 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 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.

**2.8 BUILDINGS**

Not without the written consent of the Council to erect any building or other structure on the allotment garden.

**2.9 BARBED WIRE**

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.

**2.10 RESTRICTION ON CROPPING**

Not without the written consent of the Council to plant any trees or fruit bushes or any crop which will require more than 12 months to mature.

**2.11 DEPOSITING OF REFUSE**

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 in the allotment field of which the allotment garden forms part or in adjoining land.

**2.12 DOGS**

Not to bring or cause to be brought into the allotment field of which the allotment garden forms part, any dog unless the dog is held on a leash.

**2.13 RESTRICTION ON KEEPING OF ANIMALS**

Not to keep any animal or livestock of any kind upon the allotment garden.

**2.14 PROHIBITION OF NOTICES ETC**

Not to erect any notice or advertisement on the allotment garden.

**2.15 RESTRICTIONS ON ADMITTANCE TO ALLOTMENT GARDEN**

That the Council shall have the right to refuse admittance to any person other than the Tenant or a member of his family to the allotment garden unless accompanied by the Tenant or a member of his family.

**2.16 DISPUTE BETWEEN OCCUPIERS**

That any case of dispute between the Tenant and any other occupier of an allotment garden in the allotment field shall be referred to an Officer nominated by the Council and whose decision shall be final.

**2.17 INFORMATION ON CHANGE OF ADDRESS**

That the Tenant shall inform the Council immediately of any change of his address.

**2.18 YIELDING UP**

That the Tenant shall yield up the allotment garden at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the agreements contained in this agreement.

**2.19 INSPECTION**

That any officer or agent of the Council shall be entitled to any time when directed by the Council to enter and inspect the allotment garden.

**2.20 SPECIAL CONDITIONS**

That the Tenant shall observe and perform any other special conditions which the Council considers necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with clause 5 hereof.

**3. VARIATION OF YEARLY RENT**

- 3.1** The yearly rent payable by the Tenant pursuant to the provisions hereof may be varied by the Council from time to time during the period of the tenancy created by this agreement upon the Council giving 12 months' notice in writing to the Tenant to that effect any such variation in the yearly rent to become effective from the annual rent day next after the expiry of such notice.
- 3.2** The Council shall in making any variation of the yearly rent pursuant to clause 3.1 hereof have regard to the provisions of section 106(1) of the Allotments Act 1950 or any statutory modification or re-enactment thereof.
- 3.3** The Council reserves the right to recharge tenants costs of water consumed and any other costs incurred with the maintenance of the site. These charges would be apportioned equally between all of the tenants.

**4. DETERMINATION OF TENANCY**

- 4.1** This tenancy shall determine on the death of the Tenant.
- 4.2** This tenancy may also be determined in any of the following ways:
- 4.2.1** By either party giving to the other notice in writing expiring on or before 5th April or on or after 29th September in any year. **PROVIDED ALWAYS** that where the Tenant elects to surrender the tenancy hereby created the Tenant shall not be entitled to a refund in respect of rent paid to the Landlord in advance.
- 4.2.2** By re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the allotment garden being required.
- 4.2.2.1** For any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
- 4.2.2.2** For building or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
- 4.2.3** By re-entry by the Council at any time after giving one months' previous notice in writing to the Tenant:
- 4.2.3.1** If the yearly rent or any part of it is in arrears for not less than 40 days whether legally demanded or not.
- 4.2.3.2** If it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement and provided that if such breach is of the conditions affecting the cultivation of the allotment garden at least 3 months have elapsed since the commencement of tenancy.
- 4.2.3.3** If the Tenant shall become bankrupt or compound with his creditors or
- 4.2.3.4** If the Tenant shall become resident more than one mile outside the County of Denbighshire for which the allotments are provided.

**5. NOTICES**

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by its Head of Finance and Assets 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 in the allotment garden comprised in this agreement. 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 prepaid post letter to the Council's Head of Finance and Assets at Caledfryn, Smithfield Road, Denbigh, Denbighshire, LL16 3RQ or at such other address as may for the time being constitute the offices of the said Head of Finance & Assets..

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

**SIGNED BY HEAD OF FINANCE AND ASSETS**

for and on behalf of DENBIGHSHIRE

COUNTY COUNCIL in the presence of:

.....  
(please sign full name)

.....  
(please sign full name)

**SIGNED BY THE SAID**

.....  
(please sign full name)

In the presence of

Name of Witness

.....  
(please sign full name)

Address

Occupation

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.....  
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