

M E M O R A N D U M O F A G R E E M E N T made between **THE COUNTY COUNCIL OF DURHAM** (hereinafter called "the County Council") of the one part and of in the County of Durham (hereinafter called "the Tenant") of the other part

WHEREBY IT IS AGREED as follows :-

1. **THE** County Council agree to let and the Tenant agrees to take subject to the conditions hereinafter mentioned **ALL THAT** piece of land ("the Premises") situate at aforesaid more particularly delineated on the plan annexed hereto and thereon coloured round with red and known as

2. **THE** tenancy shall be a yearly tenancy commencing on the day of Two thousand at a rent of £ payable yearly in advance on the same date in each succeeding year to the County Council and at a proportionate rent for any part of a year over which the tenancy shall extend

3. This tenancy shall automatically terminate on the rent day next after the death of the tenant and may be determined in any of the following ways:-

- (a) by the County Council giving to the Tenant twelve months previous notice in writing to determine the same such notice to expire on or before the sixth day of April or on or after the twenty-ninth day of September in any year; or
- (b) by the Tenant giving to the County Council three months previous notice in writing to determine the same such notice to expire at any time; or
- (c) by re-entry by the County Council after three months previous notice in writing to the Tenant in the event of the Premises being required for building mining or any industrial purpose or for roads or sewers necessary in connection with any of those purposes; or

- (d) by re-entry by the County Council after three months previous notice in writing to the Tenant in the event of the Premises being required by the County Council for a purpose (not being the use of the Premises for agriculture) for which it was acquired by the County Council or has been appropriated under any statutory provision

4. **THE** Tenant hereby agrees with the County Council as follows:-

- (a) to pay the rent hereby reserved in advance and without deduction otherwise than allowed by statute on the
- (b) not to carry on any trade or business on the Premises or on any part thereof and to cultivate the Premises wholly or mainly for the production of crops for consumption by the Tenant or his family
- (c) not to keep livestock on the Premises with the exception of racing pigeons and hens
- (d) to keep the Premises clean free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and in good condition and to keep any pathway or cart-track included therein or abutting thereon (or in the case of any pathway or cart-track abutting on the Premises and on any other premises the half-width thereof) reasonably free from weeds
- (e) not to cause or permit any nuisance or annoyance to the occupier of any other Premises or obstruct or encroach on any path or roadway set up by the County Council for the use of the occupiers of the other allotments or gardens

- (f) not to underlet assign or part with the possession of the Premises or any part of it without the prior written consent of the County Council
- (g) not without the written consent of the County Council to cut or prune any timber or other trees or to take sell or carry away any mineral gravel sand earth or clay
- (h) to keep every hedge that forms part of the Premises properly cut and trimmed all ditches properly cleansed and maintained and keep in repair any fences and any gates on the Premises and to use his best endeavours to protect any other hedges fences or gates situate in the field of which the Premises form part or in adjoining land any notice board which has been or may at any time during the tenancy be erected by the County Council upon the garden or the field
- (i) not without the written consent of the County Council to erect any building on the Premises provided that consent shall not be unreasonably withheld to the erection of a garden shed or greenhouse
- (j) not to use barbed wire for a fence adjoining any paths set out by the County Council for the use of occupiers of other allotments or gardens
- (k) not without the written consent of the County Council to plant trees or fruit bushes or any crops which require more than twelve months to mature
- (l) not to deposit or allow other persons to deposit on the Premises 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

situate in the field of which the Premises forms part or in the adjoining land

- (m) not to allow rats mice or other vermin to proliferate or become established on the Premises and to ensure that such remedial and control measures as are necessary to keep down such vermin are taken at all times
- (n) not to erect any notice or advertisement on the Premises
- (o) that the Tenant shall inform the County Council forthwith of any change of address
- (p) that the tenant shall yield up the Premises at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained
- (q) that any officer or agent of the County Council shall be entitled at any time when so directed by the County Council to enter and inspect the Premises
- (r) that any case of dispute between the tenant and any other occupier of adjoining land shall be referred to the County Council whose decision shall be final
- (s) that the Tenant shall observe and perform any other special condition which the County Council consider necessary to preserve the Premises from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement

5. **ANY** notice to be given by the County Council to the Tenant may be signed on behalf of the County Council by the Director of Corporate and Legal Services of the County Council for the time being 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 on the Premises Any notice required to be given by the Tenant to the County Council shall be sufficiently given if signed by the Tenant and sent in a pre-paid post letter to the Director of Corporate and Legal Services of the County Council

6. **PROVIDED ALWAYS** that on a breach of any of the Tenants agreements herein contained or if any rent be forty days in arrear (whether legally demanded or not) or if the Tenant shall become bankrupt or compound with his creditors the County Council may re-enter after giving one months previous notice in writing to the Tenant and this tenancy shall absolutely determine but without prejudice to the right of action of either party against the other

THE Contracts (Rights of Third Parties) Act 1999 is hereby excluded and shall not apply hereto

A S W I T N E S S the hands of the parties hereto or their duly authorised agents this day of Two thousand

ORIGINAL:-

SIGNED by)

)

Duly authorised on behalf of the)

County Council in the presence)

of:-

Signature of Witness:

Full Name of Witness:

Address of Witness:

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COUNTERPART:-

SIGNED by the said)

)

in the presence of:-)

Signature of Witness:

Full Name of Witness:

Address of Witness:

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Occupation:

Dated

200

The County Council of Durham

- and -

TENANCY AGREEMENT

relating to land situate at
in the County of Durham

L A Davies
Solicitor to the County Council
County Hall
Durham