



**Tadcaster Town Council**

The Ark, 33 Kirkgate, Tadcaster LS24 9AQ

01937 834113

clerk@tadcastertowncouncil.gov.uk

www.tadcastertowncouncil.gov.uk

Open Monday to Thursday 9.30am to 12.30pm

**ALLOTMENT TENANCY AGREEMENT**

**ALLOTMENT AT:** .....

**PLOT NUMBER:** .....

**TENANT:**

Full Name: .....

Address: .....

..... Post Code:.....

**CONTACT DETAILS** – please insert your home telephone/mobile & email address here:

H: .....

M: .....

E: .....

**Signed**.....

**Date**.....

Clerk to Tadcaster Town Council

Print Name: .....

**Signed**.....

**Date**.....

Tenant

Print Name: .....

**TADCASTER TOWN COUNCIL**  
**SMALL HOLDINGS & ALLOTMENT ACTS 1908 - 31 AND ALLOTMENTS ACTS 1922-1923**

**AN AGREEMENT** made this ..... day of ..... 20.....

**BETWEEN** Tadcaster Town Council (hereinafter called "the Council") of the

one part, by their Clerk .....

**AND** .....

Of .....  
(hereinafter called "the Tenant") of the other part

**WHEREBY** The Council agrees to let and the Tenant agrees to take on a tenancy for one year of Allotment No ..... in the Councils Allotment Register commencing on ..... day of .....20..... and thereafter from year to year unless otherwise determined in accordance with the terms and conditions of this tenancy.

At the current rent of £.....

**The Tenancy is subject to the following regulations:-**

- (a) The Tenant shall pay the annual rent for the year in advance on the first day of January each year. The annual rental includes water charges where a water supply is provided. Tenants are reminded to exercise care and consideration for others when using this facility and to report leaks or other defects immediately to the Council
- (b) The Tenant shall cultivate the allotment for the production of fruit, vegetables and flowers for domestic consumption by their self or their family. The Tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden
- (c) The Tenant shall keep the Allotment in good condition, clean, tidy, weed free, cultivated and to a good standard of cultivation all year round during the tenancy. Failure to do so may result in the immediate termination of the Tenancy Agreement
- (d) The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment or neighbouring dwellings/businesses or obstruct or deposit any refuse of any kind from the allotment on any path set out by the Council for the use of their Tenants
- (e) The Tenant shall not sub-let assign or part with the possession of the Allotment or any part thereof without the prior consultation and written consent of the Council
- (f) During the tenancy the Tenant shall, except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (g) and which may be subject to the Tenant first obtaining planning permission, the Tenant shall not erect a shed, greenhouse

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or other building or structure on the Allotment Garden without first obtaining the Councils written consent and if appropriate planning permission

- (g) The Tenant shall not keep poultry, pigeons, bees or any livestock on the said Allotment other than reasonable numbers of hens or rabbits which shall not be kept for business or a trade
- (h) The Tenant shall not plant any tree on the Allotment which requires more than twelve months to mature or lop or fell any tree growing on the allotment without first obtaining the Councils written consent and if appropriate planning permission
- (i) The Tenant shall keep and maintain in repair every fence which forms a boundary to their Allotment and shall not use barbed wire for any fence adjoining any path set out by the Council nor erect any other fences without written permission by the Council.
- (j) The Tenant shall keep in good order and to a regulation/agreed height, any hedge which forms a boundary to his Allotment
- (k) The Tenant shall permit any officer of the Council to enter and inspect the allotment, buildings and structures at any time
- (l) The Council reserves the right to terminate a tenancy should the Tenant not comply with the terms and conditions of this Agreement to the satisfaction of the Council
- (m) Should the allotment be terminated or vacated by either the Tenant or the Council before the end of the year, no refund of rent will be made
- (n) Should an unexpected problem arise at any time of the year, which prevents the Tenant from cultivating his or her allotment, it is always best to write to the Council explaining the problem and then action can be taken before the plot becomes badly overgrown or neglected
- (o) The Council cannot accept liability for the loss of or damage to crops, structures, seeds equipment, plants, fertilisers etc., howsoever caused
- (p) Any change of address must be notified to the Council immediately
- (q) The Tenant must not merge one allotment into another and must maintain a clear demarcation to enable each individual plot to be easily identified
- (r) The Tenant must not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.
- (s) If the Tenant shall have been in breach of any of the foregoing clauses or on account of the Tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages

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for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

- (t) The termination of the tenancy by the Council in accordance with clause (s) or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
- (u) On the termination of the tenancy, the Tenant shall remove any shed greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to the Tenant.
- (v) **THE TENANCY** hereby created shall terminate one month after the death of the tenant

**THE TENANCY** shall be terminated immediately by the Council should the Tenant not make good their arrears should they fall behind for more than one calendar month

**THE TENANCY** may be terminated by the Council by giving twelve months' notice in writing expiring on any date before April or after September in any year

**THE COUNCIL** reserves the right to annually review the rent of allotments. Allotment rents will be reviewed annually, Tenants will be notified by November and the rent will be operative from 1 January

**THE TENANT** shall notify the Council immediately and give one month's notice of termination of their contract. During this time, the Tenant shall continue to work the allotment so that the allotment is in good order to hand to their successor. Failure to do so, may result in billing the outgoing Tenant for any remedial work to make good

*Allotment Tenancy Agreement 27 February 2018*