

SELSTON PARISH COUNCIL ALLOTMENTS

AN AGREEMENT made this day 6th day of April 2019 between Selston Parish Council in the County of Nottinghamshire (hereinafter called the Council) of the one part and

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

WHEREBY IT IS AGREED:

1. The Council shall let to the tenant for him/her to hold as tenant to the Council from year to year **Allotment No.** which forms part of the Council's register of allotments on Mansfield Road / Nottingham Road, Selston.
2. The Tenant shall pay a yearly rental of £ with payment due as from the 6th April annually, to Selston Parish Council at The Parish Hall, Mansfield Road, Selston, NG16 6EE.
3. The tenancy may be terminated by either party in writing by giving either **six months' notice or notice to leave** by the end of the financial year whichever is the soonest.
4. Priority will be given to tenants residing within the boundaries of the parish in the event of full occupancy.
5. **The Tenant shall observe the following conditions during the said tenancy:**
 - a) The Tenant shall keep the allotment in a clean, decent and good condition and properly cultivated.
 - b) The Tenant shall not cause any nuisance or annoyance to any tenants of any other portion of the said allotments.
 - c) The Tenant shall not keep upon the allotment any animals or livestock of any kind except hens to the extent permitted by the Allotments Act 1950, s.12 (1).
 - d) The Tenant shall not sub-let or assign the said tenancy nor part with the possession of the land hereby agreed to be let to him/her.
 - e) The Tenant shall not erect any building on the said land without the written consent of the Council having first been obtained. Any structure given permission by the Council incorporating glass of any description must be removed on vacating the allotment.
 - f) The Tenant shall permit at all reasonable times any Member or Officer of the Council charged by the Council with such duty to enter upon and inspect the said land.
 - g) The Tenant shall not cut any timber growing on the said land.
 - h) The Tenant shall not use any barbed wire as a fence or part of any fence to the allotment on any side of the allotment bordering upon a path provided for or used by any other allotment holder.
 - i) The Tenant shall **maintain in decent order all fences and ditches** upon the allotment and **shall trim and keep in order all hedges internally** growing thereon or forming any boundary thereto.
 - j) If any Tenant is found to have taken any produce from a plot(s) they do not cultivate they will be asked to leave the site and give up their plot(s) immediately.
 - k) The tenant shall not deposit or allow other persons to deposit on the allotment any refuse (eg household waste, tyres and carpet)
6. The Council reserves the right to make charges for clearing if, when vacated; an allotment is left in a poor state.
7. All taxes and rates and other assessments due upon this land shall be duly paid by the Council.
8. If the Tenant **breaches any of the terms of this agreement for one month or longer, the Council may re-enter upon the said allotment and the said tenancy shall thereupon come to an end**, but without prejudice to any rights to damage there under by the Council and without prejudice to the right to recover any rent due and unpaid at the date of such re-entry.

Signed
Selston Parish Council

Signed
The above described Tenant