

LAUGHTON-EN-LE-MORTHEN TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN ON ST JOHN'S ROAD, LAUGHTON-EN-LE-MORTHEN

THIS AGREEMENT made on the 1st October 202x between Laughton-en-le-Morthen Parish Council of The Village Hall, Firbeck Avenue, Laughton-en-le-Morthen, Sheffield S25 1YD ('The Council') and

Tenant

('The tenants')

by which it is agreed that:

1. The Council shall let to the tenant/s the Allotment Garden situated at St John's Road, Laughton-en-le-Morthen and referenced as Plot x in the Council's Allotment Register ('the Allotment Garden') [hi-lighted in red for identification purposes only on the plan attached].
2. The Council shall let the Allotment Garden to the tenant/s for a term of 12 months commencing from 1st October 202x [and thereafter for a term of 12 months, from year to year from 1st of October annually] unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent, (currently being £23.50 per plot per annum) whether demanded or not, which shall be payable in full on 1st October 202x and for every year after the first year of the tenancy on the 1st day of October.
4. The tenant/s shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by him/herself/themselves and his/her/their immediate family.
5. The tenant/s shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
6. The tenant/s shall reside within 5 miles of Laughton-en-le-Morthen parish boundary during the tenancy.
7. During the tenancy, the tenant/s shall:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden or other plot holders;
 - c) not keep livestock or poultry in the Allotment Garden other than 6 hens which shall not be kept for a business or a trade, no cockerels are allowed.

- d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent; rabbits and bees will be considered. The Tenants shall be responsible for ensuring all regulations; welfare and animal husbandry are adhered to in accordance with the legislation.
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) Ensure that at least 70% of each plot is under cultivation and no structures erected except to assist with that purpose. Each individual allotment shall be permitted to house sheds in conjunction with the use. Each plot shall be limited to a total sheds/structures area measuring no more than 7.43 square metres (10ftx8ft). The (wooden) sheds/structures should not be constructed with permanent foundations and should be removed at the end of the tenancy. Each individual allotment shall be permitted to erect greenhouses, glass houses and poly tunnels in addition to the permitted shed for the purposes of growing produce on the allotment. The structures should not be constructed with permanent foundations and should be removed at the end of the lease. The Tenants shall be responsible for obtaining any planning consents as required.
 - g) not fence the Allotment Garden without first obtaining the Council's written consent;
 - h) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
 - i) trim and keep in decent order all hedges forming part of the Allotment Garden;
 - j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - k) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - l) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
 - m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents, this includes the Allotments Societies inspection committee.
 - n) 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 [shaded green for identification purposes only on the plan attached].
8. The tenant/s shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council. These rules will be notified to the tenant when changes occur, and a current copy placed on the allotment noticeboard at all times.

9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
11. The tenancy may be terminated by the Council by the service of one month's written notice on the tenant if:
 - a. the rent is in arrears for 40 days or;
 - b. three months after the commencement of the tenancy the tenant/s has not observed the rules referred to in clause 8; or
 - c. the tenant/s moves to live more than five miles outside Laughton-en-le-Morthen parish boundary.
12. If the tenant/s shall have been in breach of any of the foregoing clauses or on account of the tenant/s 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 for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
13. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights shall not prejudice the tenant's statutory rights to compensation.
14. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
15. 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 tenant/s. The Tenant/s will also be responsible for leaving the allotment clean and tidy. If either of these conditions is not met the Council has the right to remove the structure/Rubbish and charge the cost to the outgoing tenant/s
16. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk, Laughton-en-le-Morthen Parish Council, The Village Hall, Firbeck Avenue, Laughton-en-le-Morthen, S25 1YD

Signed by

.....
The tenants –

and

..... [*Signature of the Council's Proper Officer*]

Caroline Havenhand

Clerk

For and on behalf of Laughton-en-le-Morthen Parish Council