

# STEDHAM WITH IPING PARISH COUNCIL

**Chairman:** Eddie Lintott

**Clerk:** Jane Crawford

Mount Cross Minsted Midhurst West Sussex GU29 0JH

**Tel:** 01730 814284 **email:** clerk@stedhamwithiping-pc.gov.uk

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## **ALLOTMENT TENANCY AGREEMENT**

**AN AGREEMENT** made on

Between STEDHAM WITH IPING PARISH COUNCIL ("the Council") by the hand of Jane Crawford, its Clerk and duly authorised Agent on the one part and .....("the Tenant") on the other part.

1. **The Council agrees** to let and the Tenant agrees to take on a yearly tenancy from 29 September 2013 the allotment garden numbered ..... on the Council's allotment site at Common View, Stedham, West Sussex ("the Allotment") at a yearly rent of £30 (or with effect from 29 September in each year during the continuance of this tenancy at such rent as the Council shall determine) and otherwise subject to the provisions of the remainder of this tenancy. A supply of water is connected to the site and the cost of this is included within the rent.
2. **The Tenant agrees with the Council:-**
  - a) To pay the rent referred to in clause 1 in advance by the 28 September in every year during the continuance of this tenancy without any deduction whatsoever the first payment being made on the date of this agreement.
  - b) Not to use the allotment or any part of it or permit or suffer the same to be used for any use other than the purpose of an allotment.
  - c) To cultivate the allotment only to produce fruit and vegetables for personal consumption ie for non-business purposes.
  - d) To keep the allotment free from all thistles, nettles and other noxious weeds covered under the Weed Act 1959.
  - e) To keep and maintain the allotment in a good state of cultivation manner free from litter and other offensive material and to make all proper arrangements for the disposal and removal thereof.
  - f) Not to erect or display on the land any advertisement boards, hoardings or other signs.
  - g) Not to store or bring onto the land any article, substance or liquid of a contaminating or combustible inflammable or explosive nature.
  - h) Other than greenhouses no sheds or structures shall be erected or placed on the allotment.
  - i) No poly tunnels shall be used on the allotment.
  - j) No bonfires shall be lit on the land.
  - k) Not to play any wireless or musical instrument on the land or otherwise cause any nuisance, disturbance or annoyance to any other users of the land or to adjoining householders.
  - l) Not to assign, hold on trust, underlet to part with or share occupation of the allotment or any part of it.
  - m) Not to plant any trees, fruit bushes or crops which take more than 12 months to mature.
  - n) To ensure that any dog brought onto the Allotment is securely held on a leash.

- o) To ensure that hens and rabbits, kept for non-business purposes, do not cause a nuisance or health risk. No cockerels should be kept on the land.
3. **The Parish Council agrees** with the Tenant that the Tenant observing and performing the conditions and obligations on its part contained in this agreement the Tenant may peaceably use and enjoy the Allotment without any interruption by the Council or any person claiming under or in trust for the Council.
  4. **This tenancy shall end on the earlier of:**
    - a. The death of the Tenant or
    - b. by either party to this agreement serving notice on the other not less than twelve months written notice to quit expiring on or before 6 April or on or after 29 September in any year.

and such ending shall be without prejudice to the liability of either party for any prior breaches of this agreement.

5. **The Council may** re-enter the Allotment or any part of it in the name of the whole if:-
  - a. the rent referred to in clause 1 above is not paid on the due date.
  - b. any covenants on the Tenant's part contained in this tenancy are not performed or observed.

and such ending shall be without prejudice to the liability of either party for any prior breaches of this agreement or give rise to a claim for any crops, plants or structures that may remain on the land.

6. **Any notice** required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally, emailing the Tenant or posting it to the Tenant at the address specified above

Signed: .....  
Clerk to the Council

Date .....

Signed by Tenant:.....