



BIDEFORD TOWN COUNCIL

AN AGREEMENT made the day of Two Thousand and Twenty between BIDEFORD TOWN COUNCIL (hereinafter called “the Council”) by the hand of, (**Council Officer name**) and duly authorised Agent of the one part and **Mr / Mrs / Ms / Miss (Tenant’s name)** of (**Tenant’s address**), **Bideford EX39** (hereinafter called “the Tenant”) of the other part.

WHEREBY:

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy, **with a six-month probationary period**, from the Day of Two Thousand and Twenty the allotment garden numbered on the Council’s allotment site at at the yearly rent of and pence (£.....) and subject to the provisos and conditions hereinafter contained. Further, to pay on commencement of this Tenancy the sum of £25.00 as a deposit. Such sum to be refunded on termination of this Tenancy after all matters have been agreed.
2. The Tenant hereby agrees with the Council as follows:
 - a. To pay the rent hereby reserved on the first day of September in every year during the continuance of this tenancy without any deductions whatsoever;
 - b. To use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of the Council;
 - c. To keep the allotment garden clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included therein or abutting thereon reasonably free from weeds; The use of carpet as ground cover is not allowed.
 - d. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said allotment site;
 - e. Not to underlet, assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of the Council;
 - f. Not without the prior consent in writing of the Council to cut or prune any timber or other trees or take sell or carry away any mineral, gravel, sand, earth or clay;
 - g. Not without the prior consent in writing of the Council to erect any building on the allotment garden AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the Council by the Tenant;
 - h. Not to erect any fence or barbed wire adjoining any path set out for use of occupiers of the allotment gardens;
 - i. Not without the previous consent, in writing, of the Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature;
 - j. Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges, ditches or dykes situate in the said allotment site or in any adjoining land;
 - k. Not to turn out or cause to be turned out or tie up or cause to be tied up or suffer or permit to be so turned out or tied up any animal on the said land;

- l. Not to erect any notice or advertisement on the allotment garden, unless authorised by Bideford Town Council.
 - m. To notify forthwith the Council of any change of address of the Tenant;
 - n. To yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained;
 - o. To permit any officer or other agent or representative of the Council to enter on the allotment garden and inspect the condition thereof and of any building erected or being erected thereon;
 - p. To observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.
 - q. At all times during the tenancy to observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the allotment garden.
3. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.
 4. This tenancy shall terminate on the death of the tenant and may also be terminated in any of the following manners:
 - a. By either party giving to the other twelve months' previous notice in writing expiring on or before the sixth day of April or on or after the twenty ninth day of August in any year;
 - b. By re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes;
 - c. By re-entry by the Council at any time after giving one months previous notice in writing to the tenant;
 - (i) If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
 - (ii) If it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant herein contained; or
 - (iii) If the Tenant shall become bankrupt or compound with his creditors.
 - d. If the Tenant moves out of the parish of Bideford he will be required to surrender his allotment by the following 31st August.
 - e. On giving up of the Tenancy, either voluntarily or on termination, the Tenant agrees to remove all of their tools / items within fourteen days of their giving or their having been given Notice to quit. Those items remaining for longer than the fourteen day Notice period will be regarded as abandoned and their title surrendered; a cost may be charged (to the outgoing tenant) should the Council have recourse to effect removal.
 5. 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 or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council for the time being.

AS WITNESS the hands of the parties hereto the day and year first before written.

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Clerk

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Tenant