



Clerk to Council: Mrs Joanne Lee c/o The Parish Council Office, Green End Farm,
Green End Road, Great Barford, Bedfordshire MK44 33HD (by appointment only)
Tel: 01234 870245 e-mail: clerk@greatbarford.org.uk

ALLOTMENT AGREEMENT

AN AGREEMENT made the 1st day of April in the year XXXX

between GREAT BARFORD PARISH COUNCIL and XXXX

1. The Landlord will let and the Tenant will take the allotment which is situated in the Parish of GREAT BARFORD in the County of BEDFORD and known as ADDINGTONS ROAD, Allotment Number XX, EXCEPT AND RESERVING unto the Landlord all rights of way and all timber and other trees and all mines and minerals with free access to cut, work and carry away the same respectively and EXCEPT ALSO AND RESERVING to the Landlord subject to the Provision of the Ground Game Act 1880 and Ground Game (Amendment) Act 1906 the exclusive right to all game and rabbits.
2. THE TENANCY shall be from 1st April for one year certain and thereafter from year to year until it is determined at the end of the second or any subsequent years by either party, giving to the other of them not less than twelve calendar month's notice in writing expiring on or before 1st April or on or before 30th September in any year.
3. THE YEARLY RENT (per allotment) shall be £50 and shall be paid annually on the first day of April in each year, subject to the Landlord having the right to review the yearly rent each year.
4. OBLIGATIONS OF THE TENANT

THE TENANT hereby agrees with the Landlord as follows:-

- (a) That he will pay the rent at the times and in the manner aforesaid without any deduction whatsoever, except for Landlord's property tax, tithe, redemption annuity land tax and owner's drainage rates.
- (b) That he will pay all rates, taxes, assessments and out goings whatsoever of an annual and recurring nature in respect of the holding except only as aforesaid.
- (c) That he will manage and cultivate the holding in accordance with the best methods of husbandry used in the district for the purpose of which it is let and with the rules of husbandry as set out in section eleven of the Agriculture Act 1947 i.e. Maintain a reasonable standard of efficient production as respects both the kind of produce and the quality and quantity thereof while keeping the unit in a condition to enable such a standard to be maintained in the future and so as not to injure or deteriorate the holding, but continuously to improve the same.
- (d) That he will keep the holding free from pests and will destroy all thistles and other weeds and level all molehills.

- (e) That he will preserve all timber and timber-like trees and not cut or lop the same without consent in writing from the Landlord.
- (f) That he will not do or suffer anything to be done which may be a breach of the provisions of the Town and Country Planning Act 1962 or any regulation made there under.
- (g) That he will use the holding for the purpose of an allotment only and will not assign under-let or part with possession of the holding or any part thereof.
- (h) That he will permit the Landlord to the right of ingress and egress for himself and all persons authorized by him for the purpose of inspecting the condition of the holding and of the cutting, working and carrying away of timber and minerals and for preserving game.
- (i) That he will preserve all game and wildfowl (with their nests and eggs) that he will do his best to prevent trespass over any part of the holding and give notice to the Landlord or his Agents, of any continued Act of trespass and not allow any public or right's of way to be created; that he will permit the Landlord to take proceedings against the trespassers or poachers in the Tenant's name if necessary; that he will lay information and give evidence and send if required, notices to trespassers and others to keep off the holding; the Landlord will indemnify the Tenant for any costs, charges or expenses he may occur at the Landlord's request in connection with these matters.
- (j) That he will at the termination of the tenancy quietly yield up the holding in a good state of cultivation.
- (k) That if the said Tenant shall die during the continuance of the Tenancy his Executors or Administrators or other person or persons in whom the legal Estate in Tenancy is vested, immediately after his death, give notice in writing to the Landlord of such death and date thereof.
- (l) That he will not keep any livestock on the allotment.
- (m) That he shall put, keep and leave the existing hedges, ditches, fences, gates, paths and roads adjoining the allotment in a good state of repair and condition and shall pay for or carry out work to such hedges, ditches, gates, fences, paths and roads which are common to other tenants in proportion to his usage and acreage.
- (n) That should he not leave the aforesaid in a good state of repair and condition on quitting he will be debited accordingly.
- (o) That he shall not keep any vehicle on the allotment or on the access thereto.
- (p) The Tenant is permitted to erect a garden shed on their plot not exceeding 6' x 4' for use in connection with normal allotment purposes. In the event that this land is taken back by the landowners (Bedfordshire Borough Council) no compensation will be payable by any party.
- (q) The Tenant shall put the aforesaid hedges, ditches, fences, gates, paths and roads into a good state of repair and condition and carry out his responsibilities for the common parts within three months of the service of a written notice to this effect from the Landlord or his Agent.
- (r) Not to cause or permit any nuisance to the occupier of any other allotment, or obstruct or encroach on any path or roadway set out by the Landlord for the use of the Occupiers of the allotment.

- (s) Not without written consent of the Landlord to plant any trees or fruit bushes or any crops which require more than twelve months maturing.
- (t) Not to deposit, or allow other persons on the allotment, any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges or ditches situate in the allotment field of which the allotment forms part or in adjoining land.
- (u) That any case of dispute between the Tenant and any other occupier in the allotment field shall be referred to the Landlord whose decision shall be final.
- (v) That the Tenant shall inform the Landlord forthwith of any change of his address.
- (w) That the Tenant shall observe and perform any other special condition which the Landlord considers necessary to preserve the allotment from deterioration and of which notice shall be given to the Tenant in accordance with the provisions hereof.
- (x) No dogs shall be allowed on the allotments.
- (y) The use of water sprinklers is not permitted and watering of the allotment is allowed only with the use of a hand held hose pipe or watering can.
- (z) The Tenant shall be responsible for the safekeeping of any tools equipment, goods, plants, fertilisers, compost or other material of any description which he may keep or bring onto the allotment site. The Landlord shall have no liability for the loss or damage of the same however caused

5. OBLIGATIONS OF THE LANDLORD

THE LANDLORD hereby agrees with the Tenant as follows:-

That the Tenant paying the rent hereby reserved and performing and observing the covenants on his part herein contained, shall peaceably hold and enjoy the allotment without interruption or disturbance by the Landlord or any person rightfully claiming under him.

6. MUTUAL AGREEMENTS

THE TENANT will on demand pay the Landlord the amount paid or payable by the Landlord to the outgoing Tenant of the allotment (other than any sums agreed to be paid or awarded to the outgoing Tenant in respect of compensation for damage by game or in respect of compensation for disturbance) without deducting there from any amount paid or payable by the outgoing Tenant to the Landlord and will also pay to the Landlord on demand the amount of any costs or expenses of any valuation or arbitration or otherwise in ascertaining such amounts.

- 7. ANY SUMS due to the Landlord from the Tenant in respect of rent or any breach by the Tenant of any of the covenants on his part herein contained or for any injury or deterioration of the allotment or otherwise, shall be deducted from any sums payable to the Tenant at the termination of the tenancy by the Landlord, or shall be recoverable, by action or otherwise, as the Landlord may deem fit.
- 8. Neither party shall be entitled to claim any right based on the custom of country or district.
- 9. This tenancy may be determined 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 1st day of April or on or after the 30th day of September in any year.
- (b) By re-entry by the Landlord at any time after giving three month's previous notice in writing to the Tenant, on account of the allotment being required
 - (i) For any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provisions or
 - (ii) For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any purposes.
- (c) By re-entry by the Landlord at any time after giving one month's 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.
 - (ii) If it appears to the Landlord that there has been breach of the conditions and agreements on the part of the Tenant herein contained and provided that if such breach of the conditions or rules affecting the cultivation of the allotment and at least three months have lapsed since the commencement of the Tenancy.
 - (iii) If the Tenant shall become bankrupt or compound his creditors

10. ANY NOTICE required to be given by the Landlord to the Tenant may be signed on behalf of the Landlord by it's 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 letter sent by Recorded Delivery Service addressed to him there, or by fixing the same in some conspicuous manner on the allotment comprised herein.

Any notice required to be given by the Tenant to the Landlord shall be sufficiently given if signed by the Tenant and sent in a pre-paid letter to the Clerk to the Council.

Signed by the Tenant

Address

Form to be completed in duplicate, one copy to be retained by the tenant and the other to be retained by the Clerk.