

Lydden Parish Council

This agreement is made the 1st October 2022 between the Parish Council of Lydden and the tenant by which it is agreed that:

1. The Parish Council shall let to the tenant for him/her to hold as tenant from year to year the allotment garden of approximate area of 248 square yards being part of the allotments provided by the parish council of Lydon and numbered in the council's allotment numbered plan.
2. The tenant shall pay a yearly rent of 35 pounds by the last day of October in each year and the first such payment shall be due on the last day of October after the commencement of the tenancy (which will be reviewed annually in July at the parish council meeting).
3. The tenancy may be terminated by either party to this agreement serving on the other not less than one months notice to quit.
4. The tenant shall during the tenancy carry out the following obligations:-
 - (a) the allotment garden shall be kept in a clean, decent and good condition and properly cultivated
 - (b) no nuisance or annoyance shall be caused by the tenant to any tenant of any other parts of the allotments provided by the Parish Council.
 - (c) No livestock or poultry of any kind shall be kept in the allotment garden other than a reasonable number of hens for the tenant's own domestic consumption.
 - (d) any dog brought onto the allotment by the tenant or by anyone acting with his/her authority shall be leashed and securely tethered at all times.
 - (e) The tenant shall not assign the tenancy nor sub-let to part with the possession of any part of the allotment garden.
 - (f) The tenant shall not erect any building or other permanent structure on the allotment garden, nor fence the garden without first obtaining the consent of the Parish Council (rabbit fencing is permitted and a small a small tool shed is also permitted).
 - (g) the tenant shall not cut or trim any hedges or trees bordering the allotment garden an shall keep all paths surrounding the allotment gardens in tidy and good order.
 - (h) The tenant shall not without first obtaining the written consent of the council, cut, lop or fell any tree growing on the allotment.
 - (i) The tenant shall cultivate the allotment garden and shall use it only for the production of fruit, vegetables and flowers for domestic consumption by himself/herself and his/her family.
 - (j) the tenant shall permit the inspection at all reasonable times of the allotment garden by any officer of the council.
 - (k) The tenant shall not obstruct or permit the obstruction of any paths on the allotment, set out for the use of talents.
5. the council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged up on the allotment.
6. if the tenant shall have been in breach of any of the foregoing provisions of this agreement for a period of one month or longer, the council may at their discretion re-enter upon the allotment garden and the tenancy shall thereupon come to an end 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.
7. on the termination of this tenancy the tenant shall be entitled to receive compensation as is provided for by the allotments act 1908, but if the tenant shall have been paid or promised compensation by any incoming tenant of the allotment garden, the tenant shall before claiming compensation from the council give to it notice in writing of the matters, in respect of which any such compensation has been paid or promised.
8. Any notice required by this agreement to be given to the Parish Council shall be delivered to, or sent by post, to the Clerk of the Parish Council and any notice to be given to the tenant shall be treated as sufficiently served if left, or delivered by recorded delivery post at the address at the head of this agreement.

Signed:

Signed

(Clerk to Parish Council)

(Tenant)

Notes which do not form part of this agreement.,

1. Additional terms may be added to this agreement to suit special situations and appropriate terms may be removed but clauses 1 to 3, 5 and 8 must appear in any agreement.
2. The rent see (clause 2) can be made payable in instalments, if desired, but not more than one-quarters rent may be required in advance, unless the annual rent is less than £1.20 when any of it may be demanded in advance.
3. As a result of the decision in Wombwell UDC versus Burke 1966 1 All E.R. 911 no other dates for notices to quit than those in clause 3 can be specified.
4. See clause 5C under section 12 of the Allotments Act 1950, a tenant cannot be prevented from keeping hens or rabbits for domestic use.
5. The compensation rules are:
 - (a) A tenant may remove any fruit trees or Bush's or other improvements planted or made by him or for which he has paid the previous tenant; or receive compensation for his fruit trees, Bush's, strawberries, asparagus and rhubarb.
 - (b) If the tenancy is terminated by the Parish Council's notice to quit, or by the ending of the Parish Council tenancy where it has a landlord, the tenant may claim compensation for the crops growing on the land in the ordinary course of cultivation or for the manure applied to it.
 - (c) If the tenancy is terminated by the ending of the council's right of occupation, the tenant is entitled to the equivalent of one year's rent from the council as compensation.
 - (d) The council is entitled to compensation from the tenant for any deterioration in the land arising from the tenant's failure to keep the allotment in a clean and good state of fertility.
6. No stamp duty is payable on the agreement.