

HELSEBY PARISH COUNCIL

TENANCY AGREEMENT FOR ALLOTMENT HOLDERS

Version 2 (1st May 2012)

This Tenancy Agreement is made on the day of 20.....

Between the Parish Council of Helsby (hereinafter called 'the Council') and

.....of.....

and (if applicable)of.....

(hereinafter called "the Tenant")

1. The Council shall let to the Tenant, for him/her/them to hold as Tenant, from Year to Year, the Allotment Garden numbered.....at the Old Chester Road (Cemetery) / Queens Drive site in the Allotment Register of the Council.
2. The Tenant shall pay the rent of £.....on commencement of the tenancy, and on or before the first day of October in each year after the commencement of the tenancy.
3. If the Tenant fails to pay the full rent within 40 days of the due date, they will be notified in writing that they have 30 days to comply. If at the end of the 30 day period the Tenant has failed to pay the full rent, they will be deemed to be in breach of this Tenancy Agreement, and the tenancy shall forthwith become forfeit, but without prejudice to the rights of the Council to claim damages for any such breach.
4. Rent will be inclusive of any charges, general or water rates, taxes or levies due for the land. Rent will be reviewed annually and may be adjusted by resolution of the Council.
5. The Tenant shall not assign or sublet or part with possession of any part of the allotment.
6. The tenancy may be terminated by either party to this Tenancy Agreement giving the other 12 months written notice expiring on or after 29th September in one year and on or before 6th April in the following year.
7. This Tenancy Agreement may be terminated at any date by mutual agreement between the Tenant and the Council. Any Tenant who is struggling to cope with the allotment, due to changed or unforeseen circumstances, is encouraged to discuss their position with the Council.

8. Any notice required by this Tenancy Agreement to be given to the Council shall be delivered to or sent by post to the Clerk to the Council. Any notice to be given to the Tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post to the address of the Tenant as specified in this Tenancy Agreement.
9. On termination of this Tenancy Agreement, the outgoing Tenant shall be entitled to receive such compensation as is provided for by the Allotments Acts 1908 and 1950, but if the outgoing Tenant shall have been paid or agreed to be compensated by any incoming Tenant, the outgoing Tenant shall before claiming any compensation from the Council give written notice of the matters to the Council in respect of which compensation has been paid or agreed with the incoming Tenant.
10. After a tenancy has been terminated for any reason, the Council reserves the right to claim from the Tenant, or their estate, the costs associated with returning the allotment and neighbouring paths to a condition that is fit for re-letting. This will include, but not be limited to, the costs incurred in removing any rubbish, dilapidated structures, unauthorised materials, inappropriate plants etc and if required, levelling the area.
11. The Tenant shall abide by the obligations as set out in the current Maintenance of Allotments section of the Council's Allotment Policy (for which the Tenant has signed separately to confirm receipt). The Tenant shall permit the inspection of the allotment garden by any officer of the Council at any time, without need for notice or the Tenant being present.
12. If the Tenant is found to be in breach of any of the obligations as set out in the Maintenance of Allotments section of the Council's Allotment Policy, the Council will adopt the following procedure:
 - a. Send the Tenant a "warning letter" requiring them to remedy the situation within 30 days (and/or to contact the Clerk if there are particular circumstances to explain the state of the allotment garden)
 - b. If there is limited or no improvement after the "warning letter", the Council will send the Tenant an "improvement notice" giving the Tenant a further 30 days to comply, and requiring the Tenant to maintain compliance for the next 12 months.
 - c. If there is little or no change after the "improvement notice", or the allotment garden deteriorates within 12 months of the "improvement notice", the Council will determine the Tenancy by sending a letter giving the Tenant 30 days notice to vacate the allotment garden.

The Council may also send a letter to the Tenant with a specific request or notification regarding the allotment garden. Such general communication letters are not part of the above procedure relating to breach of the obligations within the Council's Allotment Policy.

13. The Tenant will maintain Public Liability insurance cover for their allotment plot to the value of £2 million.

Signed.....Clerk to the Council, on

Signed.....Tenant, on.....

Signed.....Tenant, on.....